

## Bedford Technology, LLC Limited Warranty Select™ and FiberForce®

**1) Limited Warranty.** Bedford Technology LLC. (hereinafter "BEDFORD TECHNOLOGY LLC") WARRANTS that its Select™ and FiberForce® plastic lumber products, will not suffer structural damage from termites or fungal decay, and will not split or splinter for the period of time beginning at the date of original consumer purchase of the products and extending through a period of fifty (50) years. Labor, installation, and/or, reinstallation and any related costs including but not limited to removal of product, shipping, fabrication and service time for on-site assessment of alleged defects are not included within this warranty and shall not be paid by BEDFORD TECHNOLOGY LLC. This warranty only applies to plastic lumber products produced and manufactured by BEDFORD TECHNOLOGY LLC which are returned during the warranty period with the transportation charges prepaid by the purchaser. THIS WARRANTY DOES NOT COVER ANY CLAIMS ARISING FROM EXPANSION OR CONTRACTION OF THE PRODUCT NOR ANY DIFFERENCES IN COLOR, FADING, OR SPOTTING AS SUCH IS INTRINSIC TO THE PRODUCT.

PURCHASERS SOLE REMEDY FOR ANY CLAIM WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY, ARISING OUT OF THE USE STORAGE OR POSSESSION OF PRODUCT INCLUDING WITHOUT LIMITATION ANY CLAIM THAT PRODUCT FAILED TO PERFORM AS WARRANTED, SHALL BE REPLACEMENT WITH SUBSTITUTE PRODUCT. LABOR, TRANSPORTATION, INSURANCE AND OTHER INCIDENTAL COSTS OF REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PURCHASER. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF USE, APPLICATION, OR FITNESS FOR PARTICULAR PURPOSE, OR WHETHER PRODUCT MEETS THE REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.

Notice of any claim under this warranty must be given promptly to BEDFORD TECHNOLOGY LLC in writing along with the original purchase invoice indicating the date of purchase and purchase price, pictures of the defective product and a detailed description of the defect. This notice shall be given within (I) thirty (30) days after receipt of the product if the claim is for nonconformity or breach which could be discovered by visual inspection or (II) thirty (30) days after actual discovery of any nonconformity or breach. Any such claim shall be delivered personally or mailed postage prepaid, to BEDFORD TECHNOLOGY LLC, 2424 Armour Road PO Box 609 Worthington MN 56187, attention, Customer Service and shall be effective when personally delivered, or three (3) business days after mailing if mailed in the US, or when received by BEDFORD TECHNOLOGY LLC if not personally delivered or mailed in the US. Failure to give notice as required by this paragraph shall void any warranty and bar purchaser from any remedy.

THE WARRANTIES AND REMEDIES PRINTED ABOVE ARE THE ONLY WARRANTIES AND REMEDIES VALID TO THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. NO PERSON, AGENT OR DEALER IS AUTHORIZED TO ASSUME OR GRANT ANY GREATER WARRANTY OBLIGATION OR LIABILITY FOR BEDFORD TECHNOLOGY LLC. THIS WARRANTY AND ANY AND ALL RIGHTS CREATED HEREIN ARE FULLY TRANSFERABLE AND SHALL NOT BE PRORATED DURING THE TERM OF THIS WARRANTY.

- 2. Voiding of Warranty.** BEDFORD TECHNOLOGY LLC will have no warranty obligation with respect to the product if any of the following events occur: a) repairs required as a result of normal wear and tear (b) the product is subjected to abuse, misuse, negligence, improper or abnormal use, failure to maintain, fire, or accident including without limitation, acts of God, or environmental pollutants (c) installation, fabrication, engineering service, maintenance or use of the product is not in accordance with the written installation requirement of BEDFORD TECHNOLOGY LLC as specified in BEDFORD TECHNOLOGY LLC literature, applicable laws and regulations or industry standards: (d) installation, fabrication, engineering service, maintenance or use of the product is performed improperly, negligently, or by unqualified or unauthorized personnel or without competent supervision (e) the movement and/or collapse of the ground or structure on which the assembly incorporating the product is installed: (f) any variations in the original color, including but not limited to fading, discoloration and spotting (g) the product is altered or modified without the prior written approval of BEDFORD TECHNOLOGY LLC; or (h) BEDFORD TECHNOLOGY LLC has not received full payment of the invoice price of the order containing the warranted Product.
- 3. LIMITATION OF LIABILITY** PURCHASER AGREES THAT BEDFORD TECHNOLOGY LLC'S LIABILITY, UNDER ANY WARRANTY, WHETHER IN CONTRACT, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID. UNDER NO CIRCUMSTANCES SHALL BEDFORD TECHNOLOGY LLC BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS BASED UPON AND IN CONSIDERATION FOR LIMITING BEDFORD TECHNOLOGY LLC LIABILITY. NEITHER BEDFORD TECHNOLOGY LLC NOR ITS REPRESENTATIVE(S) APPROVE, RECOMMEND, OR PERFORM DESIGN REVIEW FOR SPECIFIC APPLICATIONS OF THESE PRODUCTS. NO PERSON OR ENTITY IS AUTHORIZED BY BEDFORD TECHNOLOGY LLC TO MAKE, AND BEDFORD TECHNOLOGY LLC SHALL NOT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE PERFORMANCE OF PRODUCT OTHER THAN WHAT IS CONTAINED IN THIS WARRANTY. THIS WARRANTY SHALL NOT BE AMENDED OR ALTERED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY BEDFORD TECHNOLOGY LLC AND PURCHASER.
- 4. CHOICE OF LAWS/JURISDICTION/LEGAL FEES INCURRED** IF THE PURCHASER BRINGS ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS LIMITED WARRANTY, THE PURCHASER IRREVOCABLY AGREES THAT ANY SUCH MATTER MUST BE ADJUDGED OR DETERMINED IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF MINNESOTA IN THE COUNTY OF BEDFORD TECHNOLOGY LLC'S PRIMARY PLACE OF BUSINESS AND THAT SUCH MATTERS SHALL BE DETERMINED UNDER THE LAWS OF THE STATE OF MINNESOTA. THE PURCHASER IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF SAID COURT IN RELATION TO SUCH MATTERS. THE PURCHASER SHALL BE LIABLE TO BEDFORD TECHNOLOGY LLC FOR ANY COSTS, DISBURSEMENTS AND/OR REASONABLE LEGAL FEES INCURRED IN SUCCESSFULLY DEFENDING BEDFORD TECHNOLOGY LLC'S POSITION IN SUCH MATTERS.

Some states do not allow limitations of the duration of implied warranties or the exclusions or limitation of incidental or consequential damages. This warranty gives you specific legal rights and you may have other rights, which vary from State to State.

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