



EXPRESS LIMITED LIFETIME WARRANTY

Bootz Manufacturing Company LLC (herein referred to as “Bootz”) warrants that any goods supplied by Bootz whether according to Bootz specifications or according to specifications agreed upon by Bootz and purchaser (herein referred to as “you” and “your”) shall be free from defects in material and workmanship for the reasonable useful life of the product.

This EXPRESS LIMITED WARRANTY does NOT apply where there has been failure of the goods due to improper use; breakage not due to a defect; failure on account of faulty or improper installation or handling; or failure on account of installation in a building of faulty design or construction.

YOUR EXCLUSIVE REMEDIES AND RESPONSIBILITIES

If you believe you have purchased defective goods from Bootz as described above, notify Bootz by telephone, letter, or facsimile, fully informing Bootz of why you believe the goods are defective. Bootz will then request you return the defective goods (or sample) to Bootz; have a Bootz representative inspect the goods at the job site, as installed, or at Bootz’ address; and/or rely upon the information you have provided to determine whether the goods are defective. If any goods are proven to be defective, then Bootz will, at Bootz’ option, repair, replace, or refund the purchase price of the defective goods. Any transportation costs associated with the repair or replacement of the defective goods shall be your responsibility, and in no event shall you be entitled to damages exceeding the purchase price you originally paid for the goods.

We reserve the right to change design, color, models and to discontinue manufacture of any goods. This warranty gives you specific legal rights and you may have other rights which vary from state to state as some states do not allow the exclusion of warranties and incidental or consequential damages, or the limitation of remedies.

REPLACEMENT GOODS EXPRESS LIMITED WARRANTY

Goods provided to you under the terms of the EXPRESS LIMITED WARRANTY as replacement goods are also warranted against the defects listed under the EXPRESS LIMITED WARRANTY. However, the EXPRESS LIMITED WARRANTY, as it applies to replacement goods is further limited to one (1) year warranty period on replacement goods begins when the original goods were delivered.

EXCLUSION OF OTHER EXPRESS AND IMPLIED WARRANTIES

Except as provided in the section entitled EXPRESS LIMITED WARRANTY, Bootz makes NO other EXPRESS OR IMPLIED WARRANTIES of any kind, whether as to MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. This exclusion applies to original and replacement goods. If any of the employees, sales people, and/or representatives of Bootz have made any verbal statements about the goods, whether original or replacement, these statements do not constitute warranties and are a part of Bootz’ contract with you for the purchase of goods.

EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

Bootz shall not be liable for any incidental or consequential damages under the EXPRESS LIMITED WARRANTY, including but not limited to, any costs or expenses incurred concerning any labor, or transportation, or other expense incurred by reason of the use or sale of any defective material. This exclusion applies to original and replacement goods.