

LIFETIME EXCLUSIVE LIMITED WARRANTY

1 THIS WARRANTY COVERS WHAT PRODUCTS?

B&W Custom Truck Beds, Inc. d/b/a B&W Trailer Hitches (“**B&W**”) provides You (defined below) with this Warranty for every product under the B&W brand (“**Product**”).

2 WHO IS COVERED?

This Warranty only covers the original consumer of the Product (“**You**”).

3 WHAT DOES THIS WARRANTY COVER?

You are covered if the Product, or Product component, has a defect in material or workmanship.

4 WHEN AM I COVERED BY THIS WARRANTY?

This Lifetime Limited Warranty lasts as long as You own the Product.

5 WHAT IS MY EXCLUSIVE REMEDY FOR A DEFECTIVE PRODUCT?

If defective, B&W will replace Your Product, or Product component free of charge.

Alternately, at B&W’s option, B&W may choose to repair the Product, or refund the full purchase price of the Product.

These are Your exclusive remedies under this Warranty.

This Warranty does not include reimbursement for the expenses of installation, removal, handling, transportation or shipping costs, or any other expenses which may be incurred.

6 WHAT DO I DO TO HAVE A PRODUCT REPLACED UNDER WARRANTY?

Call B&W toll-free at 800-248-6564 to discuss the defect and receive a Return Material Authorization (RMA) number (no Products will be accepted without prior authorization). You are responsible for risk of loss during delivery.

Then return the Product to the below location or such other location as directed by B&W:

B&W Custom Truck Beds,
Inc. 1216 Hawaii Road
Humboldt, KS 66748

7 WHAT OTHER TERMS AM I AGREEING TO?

This Warranty gives You specific legal rights. To the extent required by applicable law, You may have different rights which vary in each state and province according to applicable laws.

Some states and provinces do not allow the exclusions or limitations set forth below, so the below exclusions or limitations may not fully apply to You to the extent required by applicable law. This Lifetime Exclusive Limited Warranty is not, nor shall it be construed as, an attempt to modify, waive or limit Your rights in those states and provinces wherein applicable law may not allow the exclusions or limitations set forth below. B&W does not authorize any person, including its dealers and distributors, to create any other warranty in connection with the Product.

Exclusive Warranty; Disclaimer of Other Warranties. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY. EXCEPT FOR THOSE IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, B&W MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY OTHER KIND, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING OR ANY OTHER MATTER. THE WARRANTIES CONTAINED HEREIN SET FORTH YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS AND THIS WARRANTY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS B&W IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS EXCLUSIVE WARRANTY.

Limitation on Liability and Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL B&W’S LIABILITY FOR ANY DAMAGES EXCEED THE PAYMENTS RECEIVED BY B&W (OR ITS AUTHORIZED DEALER) FROM YOU FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, NOR SHALL B&W BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (BUT NOT LIMITED TO): LOSS

OF USE OR VEHICLE USE, LOSS OF TIME, LOSS OF PROFITS, TOWING OR VEHICLE RENTAL, PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL DAMAGE OR DISTRESS, ATTORNEYS' FEES, OR TRAVEL EXPENSES. THE LIMITATIONS ON DAMAGES IN THIS PARAGRAPH SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY (INCLUDING WARRANTY REMEDIES SET FORTH IN THIS WARRANTY), TORT OR STRICT LIABILITY.

Exclusive Choice-of-Law and Mandatory Venue

Provision. You, and any other party claiming any rights under this Warranty, acknowledge and agree that B&W is headquartered in Allen County, Kansas, and that B&W administers this Warranty from its principal place of business in Allen County, Kansas, and therefore the transaction underlying this Warranty occurred in the State of Kansas. This Warranty shall be construed and enforced in accordance with the laws of the State of Kansas. All claims and disputes between You and B&W not barred by law or by applicable statutes of limitation, resulting from or arising out of the design, manufacture, warranty, or repair of the Product (including but not limited to: the terms of warranty, the terms of this venue provision; the condition of the Product; the representations, promises, undertakings, warranties or covenants made by B&W; or otherwise dealing with or in any way relating to the Product); shall be brought in the 31st Judicial District Court of Kansas at Allen County ("**Allen County District Court**"), which shall be the sole and exclusive jurisdiction and venue for any litigation arising out of or related to this Warranty and any Product subject hereto. You, and any other party claiming any right under this Warranty, hereby irrevocably consent to the exclusive jurisdiction of the Allen County District Court. In the event a court having jurisdiction finds any portion of this venue provision unenforceable, that portion shall not be effective and the remainder of the Warranty shall remain effective.

8 WHAT DOES "PRODUCT DEFECT" MEAN? WHAT IS EXCLUDED?

Not every issue You may have with a Product is a defect. The cause of the issue with the Product will need to be determined by B&W in its sole discretion. Only a defect in material or workmanship present at the time the Product left B&W is covered by this Warranty. A Product failure caused by damage, as set forth below, or other reason after leaving B&W, is not a defect.

For example:

- 8.1 Normal wear and tear should not result in Product failure, and is not covered by this Warranty.
- 8.2 Using the Product in ways outside its normal or intended use may damage the Product, or cause later failure, and is not covered by this Warranty, including but not limited to:

ACCIDENTS

Products are not designed to withstand severe accidents without damage.

Products involved in an accident may suffer damage that You may not detect until the Product failure.

ABUSE

Overloading the Product above the rating in the Product's instructions may damage the Product.

MISUSE

Improperly installing the Product may damage the Product. B&W is not responsible for any third party installations of the Product.

Choose the right Product for Your application. Misapplying a Product, for example, installing a hitch designed for a Ford in a Dodge, may damage the Product.

Altering the Product in any manner—by anyone other than B&W—may damage the Product.

Using a Product accessory not manufactured by B&W and incompatible with the design and intended use of the Product, may damage the Product.

NEGLECT

Review the Product's instructions for maintenance information. Improper maintenance may damage the Product.

9 IS THE PRODUCT PAINT/FINISH COVERED?

No. This Warranty does NOT cover the finish on any B&W Product.