

LIFETIME LIMITED WARRANTY

1 THIS WARRANTY COVERS WHAT PRODUCTS?

B&W Custom Truck Beds, Inc. (“B&W”) provides You with this Warranty for every product under the B&W brand (“Product”).

2 WHO IS COVERED?

This Warranty 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 REMEDY FOR A DEFECTIVE PRODUCT?

If defective, we will replace your Product, or Product component free of charge.

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

These are B&W’s exclusive remedies under this Warranty, or any express warranty.

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).

Then return the Product to:

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. You may have different rights which vary in each State and Province according to applicable laws.

B&W does not authorize any person to create any other condition or liability in connection with the Product. **Any express warranty or remedy not provided in this Warranty is excluded and disclaimed.**

The implied warranties of merchantability and of fitness for any particular purpose are expressly limited to the duration of this Lifetime Limited Warranty. Some States and Provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

B&W shall not be liable for—nor remedy—incidental or consequential damages for breach of warranty, express or implied, breach of contract, or otherwise, including (but not limited to): loss of vehicle use, loss of time, towing or vehicle rental, property damage, emotional damage, and travel expenses. B&W also excludes incidental or consequential damages for any reasonable delay in performance under this, or any, warranty. Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitations may not apply to you.

All claims and disputes between You and B&W not barred by law or by applicable statutes of limitations, 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 arbitration agreement; the condition of the Product; the representations, promises, undertakings, warranties or covenants made by B&W; or otherwise dealing with the Product); will be submitted to binding arbitration provided by the National Arbitration Forum (NAF) under the NAF Code of Procedure in effect at the time the claim is filed. Information may be obtained and claims may be filed at any office of the National Arbitration Forum, www.arbitration-forum.com, or at P.O. Box 50191, Minneapolis, MN 55405. In the event a court having jurisdiction finds any portion of this arbitration agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.

8 WHAT DOES “PRODUCT DEFECT” MEAN?

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. 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 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, causing later failure, and are not covered by this Warranty, including:

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.

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.