

Bedford Technology, LLC
SeaPile® & SeaTimber® Limited Warranty

1. **Limited Warranty.** Bedford Technology, LLC (hereinafter “Bedford”) warrants that its SeaPile® & SeaTimber® plastic lumber products (the “Product”) will not suffer structural damage due to termites or fungal decay, and will not splinter or split, for a period of fifty (10) years beginning on the original date of purchase of the Product from Bedford (the “Warranty Period”). Any Product that fails to conform to this Limited Warranty and that is returned to Bedford during the Warranty Period shall be repaired, replaced or refunded, at Bedford’s sole option, as provided in Section 4. **THIS WARRANTY DOES NOT COVER, AND SPECIFICALLY EXCLUDES, ANY CLAIMS, LOSSES OR DAMAGE ARISING FROM EXPANSION OR CONTRACTION OF THE PRODUCT, AS WELL AS FADING, SPOTTING OR CHANGES TO THE COLOR OF THE PRODUCT, AS SUCH CHANGES ARE INTRINSIC TO THE PRODUCT.**
2. **Exclusive Warranty.** CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY SET FORTH IN SECTION 1 CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT, THAT THE REPAIR OR REPLACEMENT OR REFUND REMEDIES SET FORTH IN SECTION 1 IS CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT THERETO, THAT NO OTHER WARRANTIES REGARDING THE PRODUCT ARE GIVEN, AND THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY BEDFORD.
3. **Exclusions from Limited Warranty.** The Limited Warranty provided in Section 1 shall not apply to the Product if any of the following events has occurred: (a) the Product has been subjected to abuse, misuse, neglect, improper maintenance, fire, accident, acts of God or environmental pollutants; (b) the Product has been installed, fabricated, used, or maintained in a manner inconsistent with the written guidelines for design, use, installation and other technical data provided by Bedford on its website at plasticboards.com; (c) the Product has been repaired, modified or altered without the prior written approval of Bedford or by someone other than the authorized personnel, representative, agent or subcontractor of Bedford; (d) the Product is not designed, installed, used, fabricated or maintained in accordance with applicable laws, regulations or industry standards; (e) the Product is damaged by movement and/or collapse of the ground or structure on which the Product is installed; or (f) Bedford has not received full payment of the invoice price for the Product.
4. **Claim Procedure.** Notice of any claim under this Limited Warranty must be provided to Bedford in writing along with the original purchase invoice indicating the date of purchase and purchase price, photographs of the defective Product and a detail description of the defect. Such notice shall be given to Bedford within thirty (30) days of discovery of any non-conformity or breach. Such notice shall be mailed, postage prepaid, to BEDFORD TECHNOLOGY, LLC, 2424 Armour Road, P.O. Box 609, Worthington, Minnesota 56187, Attention: Customer Service. Failure to provide notice to Bedford as required in this Section shall void the Limited Warranty. Upon request from Bedford, Customer shall return the Product to Bedford for further inspection and investigation. If Bedford determines that the Product failed to conform to the Limited Warranty in Section 1, Bedford, at its sole option, shall repair or replace the non-conforming Product or provide Customer a refund of the original purchase price. Customer shall be responsible for all labor, transportation, insurance and other incidental costs of repair or replacement of the Product, including the costs of removal and reinstallation of any replacement Product.
5. **Disclaimer of Warranty.** CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR THE LIMITED WARRANTIES IN SECTION 1, THE PRODUCT IS PROVIDED “AS IS” AND BEDFORD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, INTERFERENCE WITH QUIET ENJOYMENT, COMPATIBILITY WITH CUSTOMER’S PRODUCTS OR SERVICES, OR WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES THAT BEDFORD HAS NO ROLE IN OR RESPONSIBILITY FOR, APPROVING, RECOMMENDING OR PERFORMING DESIGN REVIEW FOR CUSTOMER’S USE OR APPLICATION OF THE PRODUCT, AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE PRODUCT’S SUITABILITY OF USE, APPLICATION OR FITNESS FOR PARTICULAR PURPOSE, AND WHETHER CUSTOMER’S USE OF THE PRODUCT MEETS THE REQUIREMENTS OF APPLICABLE FEDERAL, STATE OR LOCAL BUILDING OR SAFETY CODES FOR ANY SPECIFIC APPLICATION.
6. **Limitation of Liability.** CUSTOMER AGREES THAT BEDFORD’S LIABILITY ARISING FROM THE PURCHASE, USE, MISUSE OR FAILURE OF ITS PRODUCT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT. IN NO EVENT SHALL BEDFORD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, INCLUDING ANY CLAIM FOR LOST PROFITS, ARISING FROM OR RELATED TO THE PRODUCT, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, STATUTE, WARRANTY, TORT OR OTHERWISE. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 6 REFLECT AGREEMENT BY CUSTOMER AND BEDFORD REGARDING THE PROPER ALLOCATION OF RISK BETWEEN THEM, AND SHALL SURVIVE AND APPLY EVEN IF THE REMEDY SPECIFIED IN THIS LIMITED WARRANTY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
7. **Material Terms.** Customer acknowledges and agrees that the terms of its purchase, including without limitation, the prices and other charges paid, are based upon the limited warranty, limitation of liability, disclaimers, releases and covenants set forth herein. The parties intend that Customer shall be solely responsible for and shall indemnify Bedford from all claims, damages or losses arising from Customer’s purchase, use or misuse of the Product, and that Customer is solely responsible for the manner in which the Product is installed, incorporated or used. Should any portion of this Limited Warranty be held to be void or limited as a matter of law, the remainder of this Limited Warranty shall remain in effect, and Customer shall indemnify and hold Bedford harmless to the maximum extent allowed by law.
8. **Applicable Law.** The parties agree that this Limited Warranty shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Customer agrees that any dispute relating to or arising under this Limited Warranty shall be brought in Nobles County (Minnesota) District Court, State of Minnesota, and consents to the jurisdiction of said Court in relation to 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.