



LIMITED WARRANTY AND DISCLAIMER
FOR
BULLY BRAKE™

1. WARRANTY COVERAGE: This Limited Warranty applies only to the Bully Brake (the "Product"), which consists of a temporary-use door-latch system made of one or more steel plates that, when properly used, may temporarily prevent the opening of a door and only applies when the Product is properly used in accordance with the instructions for use available at www.bullybrakes.com. This Limited Warranty does not apply to any other parts or products, including, but not limited to, parts of any door, entryway system, doorframe, door slabs, mullions, door locks or hinges. Any such items are not covered by this Limited Warranty. Subject to the limitations and exclusions found in this Limited Warranty and Disclaimer, Bald Technologies, LLC warrants that Products, for the period set forth below, purchased and installed in this United States and Canada are free from material defects in material and workmanship.

2. PURCHASER'S RESPONSIBILITY: In order for this Limited Warranty to apply, the purchaser of Product(s) (the "Purchaser") must use the Product in accordance with the instructions for use provided at www.bullybrakes.com. It is also the Purchaser's responsibility to ensure that the use of the Product by the Purchase complies with all applicable laws, regulations and ordinances, including, but not limited to, building codes and fire codes ("Applicable Laws"). Bald Technologies, LLC makes no representations or warranties with respect to whether the use of the Product does or does not violate any Applicable Law in any particular jurisdiction. In no event should to Product be used in the event of a fire related inspection, drill or emergency.

3. WARRANTY HOLDER; TRANSFERABILITY; WARRANTY PERIOD. This Limited Warranty is personal to the purchaser of a Product (the "Warranty Holder") from Bald Technologies, LLC or an authorized dealer or reseller and is non-transferable. This Limited Warranty is a lifetime warranty from the date of purchase from Bald Technologies, LLC or an authorized dealer or reseller (the "Warranty Period").

4. EXCLUSIONS. This Limited Warranty does not include any damages attributable to, arising from or caused by:

- a. Ordinary wear and tear (including visual imperfections, scratches etc.).
- b. Exposure to harsh environmental conditions including, but not limited to, salt water, humidity, acid rain, chemicals or other corrosive or damaging substances.
- c. Improper use or operation of the Product including, but not limited to, using the Product in any manner counter to the instructions for use available at www.bullybrakes.com, as may be updated from time to time.
- d. Negligence or improper storage of the Product.
- e. Defects of any building in which the Product is used including faulty building design, inadequate or damaged components to any door or door system on which the Product is used. Bald Technologies, LLC does NOT warrant the performance, integrity or condition of any door or doorway system or any third-party component of any such door or doorway and, as such, will not warrant against any damages caused by the rotting, splitting, warping or other adverse condition of any third-party product or any door or doorway system on which the Product is used.
- f. Any discoloration or fading to the original color of the Product.
- g. Any damages aggravated or increased due to any failure by the Warranty Holder (or its agents) to timely take all actions to mitigate any alleged damages or failure to file a claim within the Warranty Period.
- h. Use of the Product in locations or in a manner that deviates from the Product design standards and performance specifications and/or not in compliance with Applicable Laws. It is the Warranty Holder's responsibility to review local building codes and fire codes to determine whether the use of the Product will comply with such codes.
- i. Any alterations made to the Product.
- j. Any damages caused by the intentional tort of any third-party including, but not limited to, any third-party against whom the Product is used to prevent entry by such individual to any room or building.
- k. THE EXCLUSIONS SET FORTH IN SECTION 5 AND 6 OF THIS LIMITED WARRANTY APPLY.

In addition to the exclusion set forth above, this Limited Warranty does not cover Products used outside of the United States of America or Canada and, in the event of any such use, Bald Technologies, LLC disclaims all warranties of any kind and any liability arising out of any such use. This Limited Warranty does not cover Products use on external doorways or outward swinging doors. **The use of the Product does not guaranty the safety of any persons or property, nor make a premise inaccessible to third-parties. Bald Technologies, LLC does not make any representation that the use of the Product will prevent access to any individual to any room, building or other premises.** This Limited Warranty does not apply to damages caused by any acts of God or other condition that is reasonably outside the control of Bald Technologies, LLC and the Warranty Holder. This Warranty will be deemed null and void in the event the Product rusts or is damaged due to Warranty Holder (or its agents) failure to properly store or maintain the Product or due to the Product's exposure to harsh or damaging environmental conditions or other damage due to wear and tear that could have been prevented by routine and timely maintenance of the Product.

5. DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY; SOLE REMEDY.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE PROVIDED BY BALD TECHNOLOGIES, LLC, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BALD TECHNOLOGIES, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. TO THE EXTENT ANY IMPLIED WARRANTIES MAY EXIST BY OPERATION OF LAW DEPSITE SUCH DISCLAIMER, SUCH WARRANTEIS ARE LIMITED HEREBY TO THE MAXIMUM EXTENT PERMITTED BY LAW. BALD TECHNOLOGIES, LLC DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY OR MAKE ANY WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF IT IN CONNECTION WITH THE PRODUCT(S).

IN THE EVENT THAT A PRODUCT PROVES TO BE MATERIALLY DEFECTIVE IN MATERIAL OR WORKMANSHIP WITHIN THE WARRANTY PERIOD, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR, REPLACEMENT OF THE DEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL BALD TECHNOLOGIES, LLC BE LIABLE FOR ANY LOSS OR DAMAGES WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGE OF ANY KIND TO A PREMISES, LOSS OF PRODUCT USE, REINSTALLATION, LABOR, REMOVAL, REFINISHING, TEMPORARY/PERMANENT RELOCATION OF RESIDENTS OR PROPERTY, LOSS OF PROFITS/REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, BUT THE WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY BY LOCATION. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL BALD TECHNOLOGIES, LLC'S ENTIRE LIABILITY EXCEED THE PRODUCT'S PURCHASE PRICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

6. NOTICE OF CLAIMS. In order for any claim to be valid it must be made prior to the expiration of the Warranty Period. In order to make a claim, the Purchase must contact the dealer who sold the Product to Purchaser/Warranty Holder or contact Bald Technologies, LLC at www.baldtechnologies.com. Any Warranty Holder seeking to make a claim will be required to provide proof of purchase and the date on which such purchase was made. Warranty Holder may be required to return the Product to which the claim relates at Warranty Holder's expense.