## **BACKYARD OUTFITTERS ENTERPRISES, LLC - LIMITED 5 YEAR WARRANTY**

Backyard Outfitters Enterprises, LLC strives to have happy and satisfied customers and will endeavor to repair or replace any item or issue with our products that is reasonable and is not constructed in a manner consistent with what would be reasonably expected to be a storage shed. The purpose of this warranty is to outline the specifics of our warranty and to clearly indicate the coverage of this limited warranty.

Subject to the limitations provided below, Backyard Outfitters Enterprises, LLC warrants to the Purchaser, that the Backyard Outfitters Enterprises, LLC storage building is free of defects in workmanship and materials upon delivery, and will repair or replace any components that do not provide reasonable service for normal storage building use for a period of five (5) years from the date of purchase for new buildings and five (5) years from the manufactured date on used buildings. The sole recourse for purchasers under this limited warranty is to require Backyard Outfitters Enterprises, LLC to replace or repair any defective workmanship or defective materials in your Backyard Outfitters Enterprises, LLC product. The replacement or repair of any defective workmanship or defective materials shall constitute fulfillment of all liabilities of Backyard Outfitters Enterprises, LLC under this warranty. Notwithstanding the above, in the event that Backyard Outfitters Enterprises, LLC determines in Backyard Outfitters Enterprises, LLC's sole discretion that Backyard Outfitters Enterprises, LLC is unable to satisfy a customer, Backyard Outfitters Enterprises, LLC reserves the right to retrieve the storage building from the purchaser and to fully refund to the purchaser the purchase price paid by the purchaser for the storage barn ("Full Refund Option"). In the event Backyard Outfitters Enterprises, LLC exercises the Full Refund Option, the purchaser is responsible to remove all of purchaser's property from the storage barn and provide Backyard Outfitters Enterprises, LLC with readily accessible access to pick up the storage barn. Upon payment of the purchase price to the purchaser by Backyard Outfitters Enterprises, LLC, the limited warranty provided hereunder shall be deemed satisfied and Backyard Outfitters Enterprises, LLC shall have no remaining responsibilities or obligations to the purchaser. In no circumstances will Backyard Outfitters Enterprises, LLC be responsible for loss of use, lost profits, lost commercial use, or lost economic damages or any losses or damages arising therefrom. ANY AND ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, and the sole warranty provided is the express limited warranty stated in this document.

This warranty will not apply to any Backyard Outfitters Enterprises, LLC product or any part thereof which has been damaged by adverse weather conditions, earthquake, hail, wind, fire, water, flood, earth movement, accident, theft, vandalism, or act of God. This warranty does not cover damages to building contents or other personal property. Any modifications or alterations to a Backyard Outfitters Enterprises, LLC product by anyone other than Backyard Outfitters Enterprises, LLC renders this warranty void. All Backyard Outfitters Enterprises, LLC products are not intended to be used as dwellings or housing of animals (except in the case of Animal Shelters). Any alteration such as finishing out buildings including the addition of drywall, flooring, insulation, or providing heat voids all warranty and liability from Backyard Outfitters Enterprises, LLC. This warranty does not cover broken windows or other damages not reported within seven (7) days of initial delivery and setup. This warranty does not cover the normal wear and tear of wood or wood products from normal use that can occur over time which includes, but is not limited to, cosmetic changes in the appearance of wood or wood products. This warranty does not cover water sealer nor any damage arising from the failure of any water sealer to keep damage to wood from occurring from moisture. The water sealer utilized by Backyard Outfitters Enterprises, LLC is rated for a maximum of 3 years under normal environmental conditions. The effective duration of water sealer can be lessened due to various factors, including, but not limited to, an abnormal amount of sunlight, salt water exposure, or extended wet conditions. This warranty does not cover missing or lost keys.

The warranty does not cover damage caused by any misuse, alteration, neglect, improper maintenance, or abuse. Our warranty does not cover structural damage or roof collapses caused by excessive snow accumulation beyond the shed's structural design limits. To prevent damage, it is the owner's responsibility to monitor and remove heavy snow buildup. Failure to do so can lead to overloading and structural failure.

Multiple trips to re-level a building may indicate an unsuitable foundation or ground conditions in which case those trips may be determined by Backyard Outfitters Enterprises, LLC to fall outside of this warranty. Backyard Outfitters Enterprises, LLC has no responsibility under this warranty whatsoever for ground site conditions which affect the product. Pressure treated flooring is CDX grade and may have imperfections in appearance or seam gaps due to shrinkage from the pressure treating process; therefore, gaps in seams and/or appearance is not covered under this warranty.

Backyard Outfitters Enterprises, LLC makes no warranties whatsoever with respect to materials, accessories or parts incorporated into the storage building if the supplier or manufacturer of those materials or parts has warranties on such materials or parts which exceed the limited warranty set forth in this instrument. Backyard Outfitters Enterprises, LLC assumes no liability thereunder and the Purchaser must assert any claim under such warranties against such supplier or manufacturer. The terms "Purchaser" and "Buyer", as used in this warranty, shall mean the person for whom the Backyard Outfitters Enterprises, LLC product is assembled and installed. This warranty is not assignable, and only the immediate Purchaser of a Backyard Outfitters Enterprises, LLC product from Backyard Outfitters Enterprises, LLC or a recognized sales agent of Backyard Outfitters Enterprises, LLC product shall have any rights under this warranty.

This warranty does not cover used or discounted display buildings, except as follows: For 5 years from date of manufacture subject to the limitations stated in this instrument, (1) the roof is guaranteed not to leak (2) all doors and windows are guaranteed to function correctly, and (3) the storage building shall not have structural problems which in Backyard Outfitters Enterprises, LLC's sole opinion renders the storage building unsound. Cosmetic damages or cosmetic imperfections in used buildings or display buildings are not covered under this warranty. This warranty does not cover any of the above issues on used buildings caused by alterations, modifications, or damages by previous customers. All warranty claims must be promptly reported in writing to Backyard Outfitters Enterprises, LLC by mail, overnight courier, email, or phone to the contact information below.

Please address to the applicable company:

Backyard Outfitters Enterprises, LLC

ATTN: Warranty Claims 4411 Franklin South Court Franklin, TN 37064 Phone: 615-807-1386 Fax: 615-807-1387 <u>byowarranty@gmail.com</u>

Backyard Outfitters Enterprises, LLC has no responsibility hereunder for any claims not reported as provided above within seven (7) days of Purchaser becoming aware of the same or reasonably should have become aware of the same.