



LIMITED LIFETIME GATE WARRANTY

Behlen Mfg. Co. (d/b/a "Behlen Country") warrants Big Valley Champion gates (collectively, the "Gates") against defects in manufacturing, and/or workmanship under normal use and service for the lifetime of the gate – deemed to be 15 years from the date of purchase. ("Limited Warranty Period").

SOLE AND EXCLUSIVE REMEDY

If a manufacturing, or workmanship defect arises regarding any Gate, and a valid manufacturing, or workmanship defect arises regarding any Gate, and a valid claim is received within thirty (30) calendar days after the discovery, Behlen Country will, at its option: (1) repair the Gate using new or refurbished parts; or (2) replace the Gate with a new or refurbished Gate. For purposes of this Warranty, "refurbished" means a product or part that has been substantially returned to its original specifications. Behlen Country reserves the right to provide Purchaser a replacement Gate that is the same or of a similar style to the Gate covered under this Warranty or to substitute an equivalent to Purchaser's original Gate that may not be of like kind (depending on availability). Replacement with the same color cannot be guaranteed. Replacement or repaired Gates are warranted as above only for the remainder of the original applicable Limited Warranty Period. In the event of a defect, these are Purchaser's sole and exclusive remedies. This Warranty is extended only to the original end-use customer, and shall not be extended to any other person or transferee. All costs and expenses, including transportation and any fees, are the Purchaser's responsibility.

EXCLUSIONS AND LIMITATIONS

Except for the limited warranty expressly set forth above or to the extent restricted or prohibited by applicable law, the entire risk as to the quality and performance of the Gates is with Purchaser, and Purchaser assumes the entire cost of repair should the Gates prove defective following their purchase. In addition to and without limiting the generality of the foregoing disclaimers, this Warranty does not, under any circumstances, cover defects resulting from improper or unreasonable use, negligence, or maintenance; failure to follow operating instructions; normal wear and tear, cosmetic damage, fading in color, light rusting, and any damage that does not hinder typical functionality of the Gates; any hardware (hinges, bolt hooks, screw hooks, chain closure, or carabineer); any modification or alteration of the Gates; any damage due to use of any parts or components not supplied by Behlen Country; damages caused by inadequate packing or shipping procedures; and products purchased from unauthorized dealers. FOR PURCHASERS WHO ARE COVERED BY AN APPLICABLE CONSUMER PROTECTION LAW OR REGULATION IN THEIR STATE OR COUNTRY OF PURCHASE OR RESIDENCE, THE BENEFITS TO PURCHASER UNDER THIS WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES OF PURCHASER UNDER SUCH LAWS OR REGULATIONS. SUCH BENEFITS MAY INCLUDE ADDITIONAL WARRANTIES OR RIGHTS RELATING TO THE PERFORMANCE OF THE GATE AND REMEDIES APPLICABLE IN THE EVENT OF A DEFECT. THIS WARRANTY WILL BE INTERPRETED UNDER THE LAWS OR REGULATIONS THAT APPLY TO PURCHASER IN ANY APPLICABLE STATE, PROVINCE OR COUNTRY AND ANY PROVISION OF THIS WARRANTY THAT CONFLICTS WITH ANY SUCH PURCHASER RIGHTS OR BENEFITS IS NOT APPLICABLE TO PURCHASERS COVERED BY SUCH LAW OR REGULATION, SO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS WARRANTY MAY NOT APPLY, OR MAY NOT FULLY APPLY, TO PURCHASER.

WARRANTY DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH ABOVE, EACH GATE IS PROVIDED SOLELY ON AN “AS IS” BASIS AND BEHLEN COUNTRY MAKES NO OTHER WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEHLEN COUNTRY SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD OF THE LIMITED WARRANTY AS SET FORTH ABOVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS MAY NOT APPLY TO PURCHASER. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH IN THE LIMITED WARRANTY, THEN THE WARRANTY PERIOD FOR GATES SUBJECT TO SUCH APPLICABLE LAW SHALL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED. THIS WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS AND PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY

IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL BEHLEN COUNTRY, ITS DISTRIBUTORS, OR SUPPLIERS BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE ANY GATES, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE GATES OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE GATES, OR LOSS OF USE OF THE GATES OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE GATES, EVEN IF BEHLEN COUNTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT PURCHASER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE AGGREGATE LIABILITY OF BEHLEN COUNTRY AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY PURCHASER FOR ANY GATES GIVING RISE TO LIABILITY. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

WARRANTY CLAIM PROCESS

To make a warranty claim, the Purchaser must notify Behlen Country by email at lifetimewarranty@BehlenCountry.com. Notification must include a copy of the original purchase receipt, a photograph of the defective portion of the gate, and an image of the barcode sticker. Once eligibility is determined, Behlen Country will issue a claim number and inform Purchaser where to take the warrantied gate for replacement. Purchaser will be required to exchange the warrantied gate. The replacement gate may need to be shipped to a Behlen Country dealer. If shipment is required, the replacement gate will be shipped with the dealer's next qualifying order.