



**Brentwood Wheelbarrow
Five (5) Year Limited Express Warranty**

WARRANTY (“Warranty”): Unless agreed otherwise, in writing, between Brentwood Industries, Inc. (“Brentwood”) and Purchaser, Brentwood warrants its **wheelbarrow pan** (“Product”) against defects in materials and workmanship that affect the Product’s performance for which it was intended, if also in accordance with the subsequent terms and conditions. This Warranty applies solely to the **pan** of the Brentwood wheelbarrow; it does not apply to the handles, tires, or hardware kits. Warranty coverage is contingent upon proper assembly of the wheelbarrow, in accordance with Brentwood’s written assembly instructions, proper use, and proper maintenance, under ordinary conditions, as well as compliance with Brentwood’s Warranty claim procedure and submission of proof of purchase from Brentwood or an authorized Brentwood distributor. The Warranty is limited to original purchaser of the Product from Brentwood or directly from an authorized Brentwood distributor. The Warranty period shall be limited to five (5) years from the Product purchase date. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee. This Warranty applies to the Purchaser of the Product with proof of purchase acceptable to Brentwood.

REMEDY AND EXCLUSIONS: The sole remedy for a covered defect during the Warranty period shall be limited to Product replacement, including shipping costs, or refund of the original purchase price. In no event will Brentwood be obligated to pay any costs, damages or other amounts, in total, exceeding the original price paid to Brentwood for the Product to Purchaser or any third party. Additionally, Brentwood shall not warrant the Product nor be liable to the Purchaser or any third party for any Product liability claims or damages caused by non-compliance with any of the foregoing conditions or, without limitation, any of the following:

- i) alteration, accident, abuse, misuse or neglect;
- ii) rust;
- iii) loss or theft;
- iv) repair or modifications not authorized by Brentwood;
- v) acts of god or acts otherwise outside the control of Brentwood;
- vi) normal wear and tear;
- vii) placement of improper materials into or onto the Product;
- viii) use of abnormal contaminants detrimental to the Product or damage due to pollutants, solvents, or otherwise hazardous substances in or around the Product;
- ix) improper handling, improper assembly, and improper or unintended use; and
- x) subjecting Product to any other conditions excluded by Brentwood’s written instructions.

THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF

DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

CLAIM PROCEDURE:

- 1) **Notification:** Warranty claims must be submitted to Brentwood or an authorized Brentwood distributor within fifteen (15) days of discovering the defective material and must be accompanied by i) proof of purchase documentation acceptable to Brentwood and ii) a detailed explanation of the claim and alleged defect/damages, any relevant work logs/repair orders, and pictorial documentation of the defect upon request. Brentwood reserves the right to investigate all claims and request additional information. Claims shall be emailed to wheelbarrow@brentwoodindustries.com or mailed to: Brentwood Industries, Inc., Attn: Wheelbarrow Pan Warranty Claims, 621 Brentwood Drive, Reading, PA 19611.
- 2) **Dispute Resolution:** Brentwood shall, in its sole opinion, have the authority to judge the existence and extent of any alleged defect. In the event Brentwood denies a Warranty claim, the claimant has ten (10) days to supply additional data in support of its claim. If a second denial is made by Brentwood, or a resolution cannot otherwise be reached amongst the parties, both Brentwood and Purchaser agree upon and preserve the right to pursue impartial mediation/arbitration under the Pennsylvania Uniform Arbitration Act, Pa. Stat. §7301-7320, subchapter A, as the means of dispute resolution. Mediation/arbitration shall take place in Reading, Berks County, in the Commonwealth of Pennsylvania. Costs of mediation/arbitration (excluding attorneys' fees and travel/individual related expenses which shall be borne by the party incurring the costs/expenses) shall be divided equally between Brentwood and Purchaser.

COMPLETE AGREEMENT: This Warranty incorporates and shall be interpreted along with Brentwood's Standard Terms and Conditions, in their entirety; however, in the event of conflict between the two, the terms of this Warranty shall supersede the Standard Terms and Conditions. Brentwood reserves the right to modify or discontinue offering this Product or Warranty at any time, without notice.