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PRODUCT NAME

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MODEL NUMBER(S)

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ORDER NUMBER

DATE OF SHIPMENT

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PROJECT / JOB NAME

PROJECT / JOB ADDRESS

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Thank you for selecting Babcock-Davis products. This Limited Warranty applies to Babcock-Davis brand products. This Limited Warranty extends to the owner of the structure in which the **GUARDRAILS** are originally installed and is fully transferable.

### EXCLUSIVE REMEDY

Your Babcock-Davis product is warranted to be free from defects in manufacturing, materials, factory finishes and workmanship. This Limited Warranty is made as of the original date of product purchase and is not a warranty of future performance.

If a covered defect is reported within **FIVE (5)** year from the date your Babcock-Davis product was originally shipped, and otherwise in accordance with the terms of the Limited Warranty, Babcock-Davis will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. Replacement parts or products are also warranted but are subject to the original product's warranty notice period.

### EXCLUSIONS

Damages, defects, or problems resulting from causes outside Babcock-Davis control are excluded from coverage under this Limited Warranty. Such causes include, without limitation:

- Products that have been subjected to misuse, abuse, modification, neglect, or improper handling, storage, or use.
- Defects and damages resulting from improper product installation or from failure to follow Babcock-Davis installation instructions and guidelines.
- Impact of foreign objects, extreme weather events, or any act of God.
- Defects in, failure of, or damage to the structure in which the product is installed.
- Condensation on product surfaces caused by atmospheric conditions.
- Corrosion due to salt spray or exposure to coastal conditions (5-mile proximity to coastal conditions).
- Costs associated with normal wear and tear, natural weathering of surfaces and/or fastening hardware.
- Any damages resulting from any other cause not involving manufacturing defects.
- Any damages or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance standards and/or certified performance specifications and/or is not in compliance with building codes.
- Failure to use product in methods consistent with Babcock-Davis product manuals.

### DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

#### Disclaimers

This Limited Warranty is the only warranty, written or oral, express or implied, provided by Babcock-Davis. No dealer, employee, or agent of Babcock-Davis, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Babcock-Davis. **ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.** Any implied warranty

which cannot be excluded or disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. **THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY BABCOCK-DAVIS PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND. FAILURE TO INSTALL OR USE ANY BABCOCK-DAVIS PRODUCT IN CONFORMANCE WITH THE BABCOCK-DAVIS INSTALLATION, OPERATION AND MAINTENANCE MANUAL MAY RESULT IN SERIOUS INJURY OR DEATH AND BABCOCK-DAVIS DISCLAIMS ANY LIABILITY THEREFOR.**

### Limitations

IN NO EVENT WILL BABCOCK-DAVIS BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL BABCOCK-DAVIS BE LIABLE FOR PUNITIVE DAMAGES, EXEMPLARY DAMAGES OR SIMILAR DAMAGES OF ANY KIND. IN NO EVENT WILL BABCOCK-DAVIS LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, BABCOCK-DAVIS LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED FIFTY DOLLARS (\$50.00).

### Warranty Claims

All warranty claims must be made within sixty (60) days of the appearance of the defect. To make a warranty claim, contact Babcock-Davis by mail, attention Warranty, 9300 73rd Avenue North, Minneapolis, MN 55428, call 1-888-412-3726, or email [info@babcockdavis.com](mailto:info@babcockdavis.com). Include the following information: your name, address, address where the affected product is installed, email address, and telephone number, the date you purchased your product, a description of the affected product, specific definition of problem or defect, photos of the problem or defect, actions you have taken and contacts you have made with your local dealer or distributor. Once we've received your letter, we will respond to your claim promptly.

This Limited Warranty shall not be extended, altered, or varied except by a written instrument signed by Babcock-Davis. This warranty, together with the Babcock-Davis installation, operation, and maintenance manual for the specific product, set out the entire liability for Babcock-Davis regarding its products. The Babcock-Davis installation, operation and maintenance manual contains important information related to Babcock-Davis products. If these materials have not been provided, they may be obtained at [www.Babcock-Davis.com/support](http://www.Babcock-Davis.com/support).

### JURISDICTION/VENUE/CHOICE OF LAW

Any controversy or claim including a lawsuit arising from or relating to any Babcock-Davis product shall be governed by, and will be interpreted in accordance with the laws of the state of Minnesota without regard to any conflict of law provisions. Any controversy or claim arising from or relating to any Babcock-Davis product will be venued exclusively in a state or federal court situated in Minneapolis, Minnesota. The state and federal courts of Minnesota shall have exclusive jurisdiction over any controversy or claim including a lawsuit arising from or relating to any Babcock-Davis product. Because the laws of some jurisdictions do not permit such limitations on venue, jurisdiction and/or choice of law, some of the above limitations may not be applicable in such jurisdictions.

For warranty support and registration please visit [www.babcockdavis.com/support](http://www.babcockdavis.com/support)