

D&B Manufacturing Limited Warranty

D&B Manufacturing (“**D&B**”) provides the following limited warranty (“**Warranty**”) to the original owner or purchaser (“**Customer**”) of one of D&B Manufacturing’s Brady Box™ (the “**Product**”). Coverage terminates if Customer sells or otherwise transfers the Product. This Warranty represents Customer’s sole and exclusive remedy with respect to the Product.

Please be advised: This Warranty contains provisions that govern how claims that you and D&B have against each other can be brought (see below). These provisions will, with limited exception, require that you submit claims you have against D&B to binding and final arbitration on an individual basis, not as a plaintiff or class member in any class, group or representative action or proceeding.

1. What is Covered?

This Warranty covers defects in materials and workmanship in any Product purchased from D&B and assembled in its final location for twelve (12) months following the Customer’s date of purchase, as indicated by the Customer’s proof of purchase provided when making a Warranty claim.

2. What is Not Covered?

This Warranty does not cover defects that arise from:

- a) failure to use the Product under normal circumstances and in the ordinary course of the Customer’s use;
- b) failure to follow all assembly instructions, warnings, and other information provided by D&B or posted to its website;
- c) having transported the product from one location to another;
- d) any alteration, modification, or configuration of the Product;
- e) misuse, tampering, abuse, neglect, or other damage;
- f) normal wear and tear;
- g) accidental damage;
- h) water, weather, or physical damage; or
- i) force majeure and any other events beyond D&B’s control.

D&B is not responsible for any harm caused to any of Customer’s property due to use or misuse of the Product.

3. How to Get Service

To make a claim under this Warranty, Customer must report any alleged defect to D&B, in writing via email at warranty@dandbmanufacturing.com or via fax at (240) 363-0078. Customer must also provide their name, proof of purchase, the Product serial number (available on the inside of the side panel), and a return address.

Upon D&B's determination, in its sole discretion, that the alleged defect is subject to this Warranty, D&B will send a replacement Product or Product part to Customer within sixty (60) days, free of charge. In some instances, D&B may request that Customer return the original Product or Product part to D&B.

If D&B requests that the Product or Product part be returned and Customer fails to return the Product or Product part to D&B by the date specified by D&B in its correspondence, D&B shall have the right to charge Customer a reasonable amount for each such unreturned Product or Product part.

This Warranty does not extend to any replacement Products or Product parts provided under this Warranty to the extent not required by law.

4. Warranty Limitations

D&B LIMITS THE DURATION AND REMEDIES OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO CUSTOMER.

D&B IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

5. How State Law Applies

This Warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state.

6. Disputes and Mandatory Individual Arbitration

Any dispute or claim relating in any way to your use of the Product and this Warranty will be resolved by binding arbitration on an individual basis, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. **If you do not agree to this Disputes and Mandatory Individual Arbitration section, you may opt out by sending written notice within thirty (30) days of purchase to the following address:**

InCorp Services, Inc.
1519 York Road
Lutherville, MD 21093

All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent at the address listed above. The arbitration will be conducted by JAMS under its rules, including the JAMS Consumer Minimum Standards. JAMS's rules are available at www.jamsadr.com or by calling 1-800-352-5267. Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, D&B will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. Other than disputes regarding the validity of the class action waiver contained herein, which disputes may be resolved only by a civil court of competent jurisdiction, all disputes regarding the scope and validity of this arbitration agreement will be resolved by the arbitrator.

If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.**

7. Choice of Law

Except as provided above in the **Disputes and Mandatory Individual Arbitration** section, all issues concerning the construction, validity, interpretation, and enforceability of this limited warranty, and Customer and D&B's rights and obligations in connection with this limited warranty, shall be governed by, and construed in accordance with, the laws of Maryland without regard to choice of law principles. This choice of law provision is only intended to specify the use of Maryland law to interpret this Agreement and does not create any other substantive right to non-Maryland residents to assert claims under Maryland law whether by statute, common law, or otherwise.