

## **LIMITED WARRANTY ON MODULAR STRUCTURE KITS**

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

**THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT: WWW.SHOPMODULARCONCEPTS.COM/WARRANTY, AND IN THE DOCUMENTATION PROVIDED WITH THE PRODUCT.**

Inclusive Modular Concepts, located at 359 Cow Creek Road, Hurricane, West Virginia 25526 ("we") extend this limited warranty only to the consumer who originally purchased the product ("you"). It does not extend to any subsequent owner or other transferee of the product.

This limited warranty covers defects in materials and workmanship of the modular structure kit (the "**product**") and its components for the Warranty Period as defined below.

This limited warranty starts on the date of your purchase and lasts for one year (the "**Warranty Period**"). The Warranty Period is not extended if we repair or replace the product or components thereof.

### **WARRANTY:**

**WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT AND ITS COMPONENTS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.**

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use, assembly or installation; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, weather or other actions or events beyond our reasonable control.

**OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO: (A) REPAIR; (B) REPLACEMENT, OR (C) REFUND UPON RETURN, AT OUR ELECTION, AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.**

### **LIMITATION OF LIABILITY:**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.**

**OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER**

**ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

### **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

With respect to any defective product or component during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective component) free of charge, or (b) refund the purchase price of such product upon return of the product to us. We will also pay for shipping and handling fees to return the repaired or replacement product or component to you if we elect to repair or replace the defective product or component, and will reimburse you for any shipping charges you may incur in shipping the defective product or component to you.

### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must contact our Customer Service Department at [info@inclusivemc.com](mailto:info@inclusivemc.com) during the Warranty Period to obtain a Defective Merchandise Authorization ("DMA") number. No warranty service will be provided without a DMA number.

### **WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?**

The following informal dispute resolution procedure is available to you if you believe that we have not performed our obligations under this limited warranty:

The parties shall first attempt in good faith to resolve any dispute by negotiation and consultation between themselves, including not fewer than three negotiation sessions.

If such dispute is not resolved on an informal basis within thirty (30) days after a DMA number is assigned, either party may submit the dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their

agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

You must use this informal procedure before pursuing any legal remedy in a court of law.

If the parties have not resolved the dispute through mediation, either party may file suit in the state courts of Putnam County, West Virginia, or in the federal courts of the Southern District of West Virginia. Each party agrees that said courts shall have exclusive jurisdiction over any dispute among them arising under this warranty, and does hereby submit to such jurisdiction.