



Phone: (800) 980-8841

Fax: (909) 627-8211

<http://www.fortressindustriesinc.com>

Warranty Agreement

Fortress Industries, LLC

Products Covered: All Fortress Products

Limitation of Damages

In no event shall Fortress Industries be liable for consequential damages for breach of this warranty. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.

Warranty Coverage

Fortress Industries warrants the Covered Product to be free of all defects in material and workmanship for 3 years (36months) from the date of purchase. This warranty extends to the original buyer only.

Within the period of this warranty, Fortress Industries will repair or replace, free of charge; any part proving defective in material or workmanship. All warranty repairs and service must be performed by an authorized Fortress Industries technician, or at an authorized Fortress Industries service facility.

If Fortress determines that such goods are defective, such defective goods shall, at Fortress option, either be repaired or replaced by Fortress, or Fortress shall authorize buyer to make repairs or replacements at Fortress expense. Repair or replacement is the sole and exclusive remedy available to buyer, and shall constitute the fulfillment of all Fortress obligations in respect to the goods furnished under this agreement. Warranty is not extended to cover breakage or wear.

Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

- Service calls to correct the installation of the Covered Product, or to explain the usage of the product to the buyer.
- Repairs necessitated by use other than normal use.
- Damage resulting from misuse, abuse, accidents, alterations, or improper assembly or installation.
- Corrective work necessitated by repairs made by anyone other than a Fortress Industries authorized service technician.

How to Obtain Warranty Service

Upon discovery of any defect, malfunction or nonconformity in the Covered Product, the buyer must promptly notify Fortress in writing by sending an e-mail communication to customer service @ info@fortressindustriesinc.com or by calling @ (800) 980-8841 to speak to a customer service representative. Upon confirmation that the defect, malfunction or nonconformity qualifies as a warranty repair or replacement, Fortress Industries **may choose** one of the following options for obtaining warranty service and repairs:

Ship product to Fortress Industries for repair or replacement

The buyer should carefully pack the Covered Product, preferably in the original packing materials, and deliver it, together with a copy of the original purchase receipt and a description of the problem, and ship the product to:
**Fortress Industries C/O Warranty Repairs, 13860 Benson Ave Unit B,
Chino CA 91710**

Repair product through an independent authorized service center

The buyer may secure the services of an independent repair or service facility for the service or repair of the Covered Product, when service or repair of the goods can be economically accomplished. In that event, Fortress Industries will reimburse the independent repair or service facility for the reasonable cost of service and repair, including any cost for parts, reasonable labor cost and any reasonable cost of transporting the goods or parts.

If the buyer sends the product ships the product via mail, ground, air or LTL, we recommend that the buyer insure it and send it with shipping tracking requested. We accept no liability for products lost or misplaced in shipment.

Return product to seller for service, exchange or replacement

The buyer may return the Covered Product to the retail seller, or to any retail seller of like goods of the same manufacturer, who will do one of the following:

- a) Service or repair the Covered Product to conform to the applicable warranty.
- b) Direct the buyer to a reasonably close independent repair or service facility.
- c) Replace the Covered Product with goods those are identical or reasonably equivalent to the warranted goods.
- d) Refund to the buyer the original purchase price less that amount directly attributable to use by the buyer prior to the discovery of the nonconformity.

Notice to Buyer

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. You have the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty.

If the buyer disagrees over either's performance under the terms of this warranty, the buyer may submit the matter for resolution to: info@fortressindustriesinc.com. The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.

Disclaimers

Fortress does not warrant any product not manufactured by Fortress. Fortress is not responsible for damage to its products through improper or unauthorized installation, maintenance, repairs or use, or attempts to use it beyond its rated capacity, intentionally or otherwise. Any failure to notify Fortress of unsatisfactory operation, or any improper or unauthorized installation, maintenance, use, repairs or adjustments, shall terminate this warranty and shall relieve Fortress from any further responsibility hereunder. Fortress does not warrant against damage caused by disasters, such as fire, flood, wind or lightning.

DISCLAIMER OF OTHER WARRANTIES: THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FORTRESS INDUSTRIES EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Offices/Warehouse: 13860 Benson Ave Unit B, ▪ Chino CA 91710

Mailing Address: 12188 Central Avenue #188 ▪ Chino, CA 91710

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