

# Product Warranty

TD Holdings LLC warrants all of our products to be free from defects due to workmanship and materials contained therein. This warranty serves as the sole warranty, and is in lieu of all other warranties either express or implied, including any warranties specifically for, implied for or other intentions for purpose intended.

Merchandise damaged as a result of improper, reckless or careless handling or use; use for purposes other than those intended by the manufacturer (misapplication); or by rodents or insects is specifically excluded from this warranty, as are all implied warranties, or any injury, property damage and/or loss of use or profit which may be claimed to have occurred through the use or sale of such product.

Our warranty is limited to the replacement of the product or an account credit (at our option) in the amount of the original selling price of the product. All products claimed to be defective must be returned in accordance with our stated return policy. Failure to adhere to this policy will result in loss of claim. All products intended for return require prior, written authorization by Paragon America.

## **Unforeseen Events (Force Majeure)**

TD Holdings LLC shall not be liable for the failure to perform or for the delay in performance due to unforeseen and unpreventable events, such as Acts of God, floods, fire; Acts of war, riots, sabotage, terrorism, embargo; labor difficulty, strikes; breakdown of machinery or equipment, accidents; a shortage or inability to obtain raw materials, equipment, fuel, power, modes of transportation; Acts or omission of the Buyer or any cause beyond our reasonable control.