

# DreamDex

## Limited Residential Warranty

New Forest Strategies, LLC (hereinafter “NFS”) warrants to the original residential purchaser (“Purchaser”) that, for a period of twenty five (25) years from the date of the original purchase, under normal residential use, DreamDex Clear products shall be free from material defects in workmanship and materials, and shall not rot or suffer structural damage from termites or fungus. If a defect occurs within the warranty period, Purchaser shall notify NFS in writing and, upon confirmation by an authorized representative of the defect, NFS’s sole responsibility shall be, at its option, to replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of initial installation).

For the purposes of this warranty, a “residential purchaser” shall refer to an individual residential homeowner. This warranty may be transferred one time only.

This warranty shall not cover and NFS shall not be responsible for costs and expenses incurred with respect to the removal of defective DreamDex Clear products or the installation of replacement materials, including, but not limited to, labor and freight. **Warranty is void if not gapped as per installation instructions.**

To make a claim under this limited warranty, Purchaser shall send to NFS, within the warranty period referred to above, a description of the claimed defect and the proof of purchase, to the following address:

New Forest Strategies, LLC, P.O. Box 212, Sonoma, Ca. 95476

NFS does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of DreamDex products and/or failure to abide by DreamDex installation guidelines, including but not limited to incorrect gapping; (2) use of DreamDex products beyond normal residential use, or in application not recommended by DreamDex guidelines and local building codes; (3) movement, collapse or settling of the ground or the support structure on which DreamDex products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as oil, dirt, grease), or normal weathering; (5) variations or changes in color or checking, of DreamDex products; (6) improper handling, storage, abuse or neglect of DreamDex products by Purchaser, or third parties; or (7) ordinary wear and tear.

No person or entity is authorized by NFS to make and NFS shall not be bound by any statement or representation as to the quality or performance of DreamDex products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by NFS and Purchaser. UNDER NO CIRCUMSTANCES WILL BIOCORE TECHNOLOGIES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND NFS’S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

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. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This warranty shall only be applicable and enforceable in the United States of America and Canada.