

# **BESTOP WARRANTY SUMMARY**

Updated June 2020



# WHAT BESTOP WARRANTS

Subject to the terms and conditions of sale, including any terms and conditions set forth by Bestop, Inc. ("Bestop" or "us" or "we") in our then-current terms of sale on our website (collectively, the "Terms"), Bestop represents and warrants that: the covered products listed in the "Covered Products and Warranty" Periods" section (a "Product") will substantially be free from defects in materials and workmanship for the specified warranty periods set forth in that section.

# THE WARRANTY IS LIMITED AND CONDITIONAL

This warranty applies to the original purchaser of the Product only. The warranty is valid only as long as the original retail purchaser owns the vehicle upon which the Product is installed. The warranty expires should the Product be removed from the original vehicle or if the original vehicle is transferred to another owner. This warranty is not transferable or assignable. The warranty does not apply to Product bought from auction-style or price-bid websites.

THE LIMITED WARRANTY AND STATED REMEDIES ARE SOLE AND EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED OR STATUTORY OR OTHER WARRANTIES, INCLUDING WITHOUT LIMITATIONS WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR REVENUE, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. Some states do not allow exclusion or limitation, so this may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

### **EXCLUSIONS TO THE WARRANTY**

The Limited Warranty excludes, and Bestop is not liable in any way for any warranty claims, damages, or defects related to:

- Misuse, abuse, accidents, vandalism, negligence, fire, or improper installation or modification, or improper or inadequate maintenance;
- Failure to comply with any Product documentation, Bestop instructions, or applicable law or regulations; use in extreme conditions;
- Force Majeure including but not limited to, earthquake, hurricane, tornado, flooding, or other disasters natural or man-made, civil unrest, strikes, declared or undeclared war, or lack of performance by, or discontinued product of, supply chain partners whose products, software, operations or management is beyond the control of Bestop;
- Damage resulting in breakage (including without limitation, spontaneous breakage, accidental breakage or breakage by any other means) of a Product or any component part;
- Damage to vinvl windows due to misuse, or cracking due to varving weather conditions.

### YOUR SOLE REMEDY

During the applicable warranty period, Bestop shall, at its option, either repair or replace any Product that it confirms, in its discretion, is non-compliant with the warranties herein. Bestop will not pay for labor charges associated with installation or removal of the Product. Should a specific Product be discontinued, Bestop may, at its option, replace the discontinued Product with a current product or like product. If Bestop opts to repair or replace your Product as set forth herein, Bestop shall use reasonable efforts to match any patch or replacement to the color and texture of your existing Product. There is no guarantee however, that Bestop will be able to match the color or texture. If Bestop is not able to match the color or texture, it may provide you with a black or neutral colored patch replacement in its discretion.

Please retain your proof of purchase. Original proof of purchase for the Product must accompany any warranty claim. If you have a warranty claim, first you must email Bestop Customer Service at csbestop@bestop.com for instructions. All claims must be emailed to csbestop@bestop.com within 30 days of discovery of a defective Product, but in no event later than thirty days after the end of the applicable Warranty Period (the "Warranty Notice Period"). Warranty claims made after the Warranty Notice Period are null and void and Bestop shall have no responsibility with respect to such claims.

THIS SECTION SETS FORTH BESTOP'S SOLE OBLIGATION & YOUR SOLE REMEDY WITH RESPECT TO ANY DEFECTS OR OTHER PRODUCT ISSUE. ANY PRODUCTS REPLACED UNDER TERMS OF THIS WARRANTY WILL BE COVERED UNDER TERMS & BALANCE OF THE DURATION OF THE ORIGINAL LIMITED WARRANTY FOR SUCH PRODUCT.

**COVERED PRODUCTS AND WARRANTY PERIODS:** The warranty time periods are as follows for Products manufactured by Bestop:

### **BESTOP® LIMITED LIFETIME WARRANTY**

Trektop<sup>®</sup> Pro Twill Fabric Top Trektop<sup>®</sup> NX Glide Twill Fabric Top Trektop<sup>®</sup> NX Plus Twill Fabric Top Trektop<sup>®</sup> NX Twill Fabric Top EZFold<sup>™</sup> Soft Tonneaus ZipRail<sup>™</sup> Soft Tonneaus EŻRoll™ Soft Tonneaus \_\_\_\_\_

Trektop<sup>®</sup> Ultra Twill Fabric Top Supertop<sup>®</sup> Ultra Twill Fabric Top Supertop<sup>®</sup> NX Twill Fabric Top Sunrider<sup>®</sup> for Hardtop Twill Fabric Top Replace-a-Top<sup>™</sup> Twill Fabric Top Floor & Cargo Liners & Pet Barriers

### **BESTOP® 5-YEAR LIMITED WARRANTY**

Replace-a-Top<sup>™</sup> Top (non-Twill) Sailcloth Replace-a-Top™ Tigertop™ and Halftop™ Sunrider® Complete Soft Top F7 Fold Hard Tonneau

Trektop<sup>®</sup> NX Glide<sup>™</sup> Top (non-Twill) Sunrider<sup>®</sup> for Hardtop (non-Twill) Trektop<sup>®</sup> NX Plus Top (non-Twill) Trektop<sup>®</sup> NX Top (non-Twill) Supertop<sup>®</sup> NX Top (non-Twill) Supertop<sup>®</sup> Classic Soft Top Supertop<sup>®</sup> for Truck

### **BESTOP® 3-YEAR/100K MILES LIMITED WARRANTY**

Powerboard<sup>®</sup> & Powerboard<sup>®</sup> NX Trekstep<sup>®</sup>, Side Mount Trekstep<sup>®</sup>, Rear Mount \_\_\_\_\_

**BESTOP® 3-YEAR LIMITED WARRANTY** Pavement Ends Sprint Top

-----**BESTOP® 2-YEAR LIMITED WARRANTY** 

Trektop<sup>®</sup> Classic Soft Top RoughRider<sup>®</sup> Soft Storage - - -

# **BESTOP® 1-YEAR LIMITED WARRANTY**

Retractable Sunshade Roughrider<sup>®</sup> Tailgate Shelf All other Bestop<sup>®</sup> & Pavement Ends<sup>™</sup> products not specified above.

Bestop, Inc. 333 Centennial Parkway, Ste. B, Louisville, CO 80027 Call Toll Free: 800-845-3567