ACCUSHAPE™ INC. TiCarbonite Armor Systems®

**LIMITED WARRANTY**

**DISCLAIMER:** **Accushape™ MAKES NO EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF ITS PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, OTHER THAN THE FOLLOWING EXPRESS LIMITED WARRANTY**:

**EXPRESS LIMITED WARRANTY**: Accushape™ warrants that any products supplied by it shall be free of defects in material and workmanship for one (1) year from the date of purchase, except that ballistics and stab products shall be warranted for the period of time set forth on the product label. Products listed on the National Institute of Justice (NIJ) Compliant Product List are warranted to be manufactured in compliance with the applicable NIJ standards in effect at the time of manufacture. **THIS EXPRESS LIMITED WARRANTY IS VALID ONLY FOR THE ORIGINAL PURCHASER AND SHALL NOT APPLY WHERE THERE HAS BEEN A FAILURE OF THE PRODUCT DUE TO IMPROPER USE; BREAKAGE NOT DUE TO DEFECT; FAILURE ON ACCOUNT OF FAULTY OR IMPROPER HANDLING; OR FAILURE ON ACCOUNT OF PRODUCT ALTERATION, ABUSE, STORAGE, MAINTENANCE; OR CLEANING**. Sales representatives of Accushape™ are not authorized to make warranties about products. Accushape’s™ sales representatives’ **ORAL STATEMENTS DO NOT CONSTITUTE** **WARRANTIES**, shall not be relied upon by Purchaser, and are not part of the contract for sale.

**LIMITATION OF LIABILITY**: Accushape™ shall not under any circumstances be liable for incidental damages or for special, consequential, or punitive damages. The remedies of Purchaser set forth herein are exclusive. Accushape™, in its sole discretion, shall either repair or replace the defective product or refund the purchase price on a pro rata basis as the sole and exclusive remedy under this limited warranty.. [*The laws of some states do not allow certain limitations on warranties or remedies. In the event such law applies, this limited warranty is amended only as required by such law*.]

**WARRANTY CLAIMS**: If Purchaser believes it has purchased a defective product, the original Purchaser, at Purchaser’s own cost, must return the product to Accushape™, Attention: Warranty Claims Department, 4344 SW Chesapeake Ave., Portland, OR 97239-1347. The original Purchaser must include (a) the date of purchase, (b) proof of purchase, and (c) documentation specifying the claimed defect. All warranty claims are subject to verification by Accushape™.

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

Effective date of this warranty policy is November 7, 2014