

INTELAGARD, INC. LIMITED WARRANTY

Intelagard's Warranty obligations are limited to the terms set forth below:

Intelagard warrants that the Macaw® Backpack, the Merlin® Handcart and the SwiftCAF® Family of Products are free of defects in materials and workmanship under normal use and service for a period of three years from the date of purchase by the original purchaser. Intelagard warrants that all other products are free of defects in materials and workmanship under normal use and service for a period of one year from the date of purchase by the original purchaser. Both of these periods of time will be referred to as the "Warranty Period" in this document.

If a defect arises and a valid claim is received during the Warranty Period, at its option and expense, Intelagard will repair or replace it or deliver to the purchaser an equivalent product or part at no additional charge. Repair parts and replacement products are furnished on an exchanged basis and will either be reconditioned or new. All replaced products and parts will become the property of Intelagard. Intelagard may request that you replace defective parts with new or refurbished user installable parts that Intelagard provides in fulfillment of its Warranty obligation. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Intelagard, assumes the remaining Warranty Period of the original product or 90 days from the date of replacement or repair, whichever provides longer coverage for you. Parts provided by Intelagard in fulfillment of its Warranty obligation must be used in products for which Warranty services are claimed.

If you feel that a product is defective, and wish to rely on this Warranty, the following procedure is required within the Warranty Period:

1. Contact the dealer where product was purchased.
2. The dealer will advise you on arrangements that can be made to inspect and repair the product.
3. The dealer will inspect the product and advise you whether the product is defective and, if so, may arrange for the repair of the product without an extra charge to purchaser.

If for any reason you are dissatisfied with the analysis of the defect or the service performed, you may contact us at:

Intelagard, Inc.
1275 Rock Creek Circle
Lafayette, CO 80026
303-309-6309

The above remedy of product defects is the purchaser's sole remedy.

Any modifications made, expiration of product, and/or the addition of other equipment to this product by the purchaser may render this Warranty null and void.

All Warranty repairs reimbursable under this Warranty must be performed by an Authorized Intelagard Dealer using Intelagard approved replacement parts.

Repairs or attempted repairs by anyone other than an Authorized Intelagard Dealer are not reimbursable under this Warranty. In addition, these unauthorized repair attempts may result in additional malfunctions, the correction of which is not covered by Warranty.

This Warranty applies only to parts or components which are defective and does not cover repairs necessary due to normal wear, misuse, accidents, collision with any object, fire, flooding, sand, dirt, windstorm, hail, lightning, earthquake or other acts of God, act of war or hostilities, exposure to weather conditions, theft, abuse, modifications made by owner without the written permission of Intelagard, or lack of proper maintenance. Regular, routine maintenance of the unit to keep it in proper condition is the responsibility of the owner.

INTELAGARD EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH HEREIN AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED AND INCLUDING A WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE HAS BEEN MADE OR WILL BE MADE.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, INTELAGARD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.