

INTELAGARD, INC. LIMITED WARRANTY

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

Intelagard warrants to the original purchaser 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 to the original purchaser that all other Intelagard 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. These periods of time will be referred to as the "Warranty Period" in this document.

Intelagard's obligation under this Warranty is specifically limited to replacing or repairing its products or parts thereof which are shown by Intelagard's examination to be in a defective condition attributable hereunder to Intelagard. This Warranty covers net cost of parts and labor only. Mileage, delivery, shipping and travel time, including diagnostic calls to analyze the problem, are not covered by this or any other warranty. In the event of a Warranty claim by an end-user, an authorized Intelagard representative or distributor shall be responsible for the initial investigation and Warranty claim. To qualify for this Warranty, alleged defective product must be returned to Intelagard at its address listed below, transportation charges prepaid, within a reasonable time after discovery of alleged defect, and in no event later than the expiration of the Warranty period. In no case will labor associated with removal and replacement/repair of defective components be reimbursed without prior written approval, from a Director or Officer level representative of Intelagard. If, as a result of Intelagard's examination of the returned product Intelagard concludes that a product defect attributable hereunder to Intelagard exists, Intelagard shall cure such defect within a reasonable time, not to exceed forty five (45) days after such examination is completed.

The remedy of repair or replacement parts shall be carried out by Intelagard or a distributor trained and authorized to do repairs on Intelagard products ("Authorized Distributor"). This Warranty is not transferable. The total responsibility of Intelagard for claims, losses, liabilities, or damages, whether in contract or tort, related to its products shall not exceed the purchase price. In no event shall Intelagard be liable for any special, indirect, incidental, or consequential damages including, but not limited to, loss of use of facilities or product, loss of profits, property damage or lost production, whether suffered by the buyer or any third party.

Repair parts and replacement products covered under this Warranty are furnished, at Intelagard's option, 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 the buyer 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. Parts provided by Intelagard in fulfillment of its Warranty obligation must be used in products for which Warranty services are claimed. Workmanship related to non-warranty repairs shall be warranted for a ninety (90) day period.

Failure to follow procedures as laid out in this Warranty statement may cause forfeiture of claim. Distributors or end-users automatically deducting the value of a Warranty claim from outstanding balances due prior to receiving written notification of Intelagard approval of the Warranty claim may be subject to forfeiture of the entire claim.

The above remedy of product defects is the purchaser's sole remedy. For products that are not manufactured by Intelagard, the manufacturer's warranty shall apply.

Any modifications made, expiration of product, and/or the addition of other product to this product by the purchaser shall render this Warranty null and void. All Warranty repairs reimbursable under this Warranty must be performed by an Authorized Distributor using Intelagard approved replacement parts. Repairs or attempted repairs by anyone other than an Authorized Distributor are not reimbursable under this Warranty. In addition, these unauthorized repair attempts may result in additional malfunctions, and will void this 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. Wear caused by chemicals, abrasions, improper storage, or exposure to excessive temperature is not considered a defect and is not covered by this Warranty. Maintenance and wear items are not warrantable items. Regular, routine maintenance of product to keep it in proper condition is the responsibility of the owner. Intelagard makes no representations and disclaims all warranties of any kind, express or limited relative to any third-party foam and solution product that may be resold by Intelagard, and defers entirely to the statements, documentation, warranties and claims made by the foam or solution manufacturer.

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