

Ballistech Limited Lifetime Warranty

Limited Warranty:

(a) This warranty is limited to the original Purchaser (“Purchaser”) only and is not transferable to a subsequent owner. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE PURCHASER. This warranty cover only those Products purchased from Ballistech directly. Third party transactions are not covered by this warranty. Proof of purchase is required for warranty claims. Further, Ballistech reserves the right to change or modify this warranty without notice and disclaims all other warranties, express or implied.

(b) Limitations. BALLISTECH MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ABOUT NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT. THE PURCHASER ACKNOWLEDGES THAT THEY ALONE HAVE DETERMINED THAT THE PRODUCT WILL SUITABLY MEET THE REQUIREMENTS OF THE PURCHASER’S INTENDED USE.

(c) Purchaser Remedy- Ballistech’s sole obligation hereunder shall be that Ballistech will, at its option, (i) repair or (ii) replace, any Product determined by Ballistech to have failed due to a manufacturing defect (either in materials or workmanship). In the event of a defect, these are the Purchaser’s exclusive remedies. Ballistech reserves the right to inspect any and all equipment involved in a warranty claim. Repair or replacement decisions are at the sole discretion of Ballistech. Further, this warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, negligence, commercial use, or modification of or to any part of the Product. This warranty does not cover damage due to improper installation, operation, maintenance, or attempted repair by anyone other than Ballistech. Nor does this warranty apply to maintenance services provided by Ballistech due to normal wear and use, including appearance items (such as paint) due to wear and exposure as well as routine maintenance to the product.

Damage Limits:

BALLISTECH SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR PRODUCTION OR COMMERCIAL LOSS IN ANY WAY CONNECTED WITH THE PRODUCT, WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. Further, in no event shall the liability of Ballistech exceed the individual price of the Product on which liability is asserted. As Ballistech has no control over use, setup, final assembly, modification or misuse, no liability shall be assumed nor accepted for any resulting damage or injury. By the act of use, setup or assembly, the user accepts all resulting liability.

If you as the Purchaser or user are not prepared to accept the liability associated with the use of this Product, you are advised to return this Product immediately in new and unused condition to the place of purchase.

Return of any goods by Purchaser must be approved in writing by Ballistech before shipment.

Law: These Terms are governed by Iowa law (without regard to conflict of law principles).

Purchaser _____

Model: _____

Serial Number _____

Invoice Date: _____