

TENCATE ADVANCED ARMOR USA, INC.

Limited Warranty: Hard Armor Materials – LEVEL III Ballistic Inserts

This *Limited Warranty is conditioned* on proper storage, handling, use and care of TCAA Hard Armor Materials during the Limited Warranty Period. Instructions regarding proper storage, handling, use and care are found in the TCAA installation manual for the subject product (included with each product and available upon request).

DEFINITIONS:

As used in this Limited Warranty, the following terms have the following meanings:

“Exclusion or Exclusions” means the circumstances described under the heading “EXCLUSIONS” contained below within this Limited Warranty.

“Hard Armor Materials” means hardened metallic panels bonded with layers of ballistic resistant fabric sold for use as ballistic armor inserts that are used as add-on component parts in law enforcement, safety, compliance, and regulatory patrol and response vehicles.

LIMITED WARRANTY:

Subject to the above condition precedent, and unless an Exclusion applies, TCAA warrants that when made, its Hard Armor Materials conform to TCAA's specifications for such materials. A copy of TCAA's specifications for hard armor materials is available on request.

EXCEPT AS EXPRESSLY WARRANTED IN THE ABOVE LIMITED WARRANTY STATEMENT, HARD ARMOR MATERIALS ARE SOLD “AS IS,” WITHOUT WARRANTIES OF ANY KIND, AND TCAA MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND/OR THE WARRANTY AGAINST INFRINGEMENT.

EXCLUSIONS

Notwithstanding any other language in this Limited Warranty to the contrary, the above limited warranty does not apply with respect to any Hard Armor Material that has been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, damage, improper storage or handling, failure to follow manufacturers' instructions for use and care, and/or unauthorized repair or service.

REMEDY

If TCAA in its sole and absolute discretion determines that Hard Armor Material does not conform to the foregoing warranty, TCAA agrees to (at its election) replace, repair, or issue a pro-rated purchase price credit for such product. All returns shall be made to TCAA's factory and must include (1) proof of issue/purchase, and (2) documentation specifying the claimed defect and all relevant supporting information. A Return Authorization Number (RA) must be obtained from TCAA prior

to returning the product. The foregoing constitutes the sole and exclusive remedy for breach of any and all warranties contained within this Limited Warranty, even if such remedy is determined to fail of its essential purpose.

OTHER TERMS AND CONDITIONS

The foregoing warranties are the sole and exclusive warranties made by TCAA with respect to its product. They shall not be enlarged by any representations, descriptions, course of dealing, trade usage, technical advice, service, samples, models, or otherwise, nor shall they be altered or expanded by any acts, statements, or agreements of any dealer, employee, or agent of TCAA (other than by a duly authorized officer of TCAA).

NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS LIMITED WARRANTY TO THE CONTRARY, IN NO EVENT SHALL TCAA BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO ITS PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER LANGUAGE CONTAINED IN THIS LIMITED WARRANTY TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF TCAA (TOGETHER WITH THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE PRODUCT GIVING RISE TO SUCH PURPORTED LIABILITY. The foregoing disclaimer is subject to any applicable laws that regulate product warranties.

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