



BALLISTIPAX, LLC

LIMITED WARRANTY

The following constitutes the BALLISTIPAX, LLC (“Ballistipax”) limited warranty (the “Limited Warranty”).

WARRANTY

Subject to all conditions and exclusions described herein, Ballistipax warrants to the original end user customer who has registered the product with Ballistipax (the “End User”) that the product produced by Ballistipax (the “Registered Product”) shall be free from defects in material and workmanship for one year from the date the Registered Product was purchased from Ballistipax or an authorized retailer (the “Warranty Term”). This Limited Warranty extends only to the End User of the Registered Product purchased from Ballistipax directly, on the Ballistipax website (www.Ballistipax.com), or from an authorized retailer of Ballistipax products and who has registered the Registered Product as described below; provided, however, an End User may also be a person who received a product as a gift, as long as the product otherwise qualifies as a Registered Product hereunder. This Limited Warranty is not transferable. This Limited Warranty does not apply to products purchased from unauthorized sellers, including, but not limited to, unauthorized internet sites operated by third-parties.

PRODUCT REGISTRATION

In order for you to be covered by this Limited Warranty, the Registered Product must be registered with Ballistipax, or you must provide proof of purchase. In order to register a product, whether purchased from Ballistipax directly or from an authorized retailer, you must go to www.Ballistipax.com/warranty and select “Register My Product”. You will be asked for product-specific information at that time to complete the registration. All online registrations must be submitted within thirty (30) days of the date of purchase in order for the product to be covered by this Limited Warranty. If a product was purchased from any person or entity other than Ballistipax or an authorized retailer, it cannot be registered and is not covered by this Limited Warranty. For a list of authorized retailers, go to www.Ballistipax.com/warranty

REMEDIES

If the Registered Product becomes defective during the Warranty Term, the End User may return the defective Registered Product to Ballistipax in accordance with the terms of the **WARRANTY RETURN POLICY** further down this document. Ballistipax will, at its discretion, either repair or replace the Registered Product or any part of the Registered Product that proves defective due to faulty or improper workmanship or materials. If, due to product or part unavailability, Ballistipax is unable to repair or replace the Registered Product, Ballistipax will either refund the full amount paid by the End User for the Registered Product or will replace the Registered Product with a different product that is substantially similar in form and function and is of substantially the same or better quality, at Ballistipax’s sole discretion. If the End User returns a product to Ballistipax and Ballistipax determines that this Limited Warranty does not apply for any reason described herein, Ballistipax will return the product to the End User as long as the End User requests a return of the product and pays all costs of return shipment. If the End User does not request and pay for Ballistipax to return the product within thirty (30) days of being notified that the product is not covered by this Limited Warranty, the product will become the property of Ballistipax and Ballistipax may dispose of the product as it sees fit.

If a product covered by this Limited Warranty becomes defective within the first thirty (30) days from the date of purchase by the End User, Ballistipax will reimburse the End User for the cost of shipping the Registered Product to Ballistipax. In order for such cost to be reimbursed by Ballistipax, Ballistipax must receive email or regular mail notification at the email or physical addresses below of the defect within such 30-day period and the End User must return the Registered Product within a reasonable time thereafter (not to exceed ten (10) days) in accordance with Ballistipax’s instructions. All other costs associated with Registered Product returns under this Limited Warranty will be the sole responsibility of the End User.

Ballistipax’s total liability under this Limited Warranty, and the End User’s sole and exclusive remedy for any defect in the Registered Product is limited to repair, replacement, or refund. Ballistipax shall make the sole and final determination as to whether a product is covered by this Limited Warranty and as to the applicable remedy.

In no event shall Ballistipax be liable for any incidental, indirect or consequential damages, whether resulting from the purchase, use, misuse or inability to use the product or from defects in the product. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY BALLISTIPAX FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BALLISTIPAX EXPRESSLY AND IRREVOCABLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.

This Limited Warranty gives the End User specific legal rights, and the End User may have other rights which vary from state to state. If any provision(s) of this Limited Warranty is in conflict with the laws of your state, such provision(s) will not apply to you.

EXCLUSIONS:

General: This Limited Warranty covers all products produced by BALLISTIPAX, and does not cover defects caused by negligence; improper maintenance; improper storage; misuse; use not in accordance with Ballistipax's product instructions; abuse; impact or other force; normal wear and tear; fire or smoke; lightning or other acts of God; contact with any liquid or chemicals; extreme weather conditions including excessive humidity; mildew; mold; extreme heat; electrical current; abnormal mechanical or environmental conditions; unauthorized disassembly, repair or modification; service by any unauthorized third-party; attachment of unapproved third-party products; buyer's remorse. This Limited Warranty also does not apply to any product which was purchased from an unauthorized retailer or reseller, or that has been purchased used as second-hand or to any product on which the original label and/or identification information has been altered, obliterated or removed.

Freight: Ballistipax does not warrant against freight damage, concealed or otherwise. The End User must contact the delivering carrier to report freight damage within forty-eight (48) hours of receipt of the shipped product, or as otherwise required by the carrier. Failure to report freight damages within the carrier's guidelines may result in the End User bearing all costs and voiding of warranty.

Armor: This Limited Warranty is not applicable to body armor that may be used in conjunction with the Registered Product. The purchase, use, and warranty coverage for body armor is governed by different terms and conditions.

Other Items: This Limited Warranty covers only the Ballistipax product registered by the End User and not otherwise excluded hereunder. Under no circumstances will Ballistipax be responsible for loss of or damage to, or for the replacement or repair of, any personal property or items stored, carried, attached to or otherwise contained in or upon any Registered Product.

WARRANTY RETURN POLICY

If a Registered Product has become defective and is covered by this Limited Warranty, the End User must contact Ballistipax for a Return Merchandise Authorization (RMA). After the RMA is obtained the End User must send the Registered Product, at the End User's expense (subject to reimbursement of shipping costs in limited circumstances as described above), to the address below. The following MUST accompany the Registered Product in order to be covered under this Limited Warranty:

If Purchased from a Retailer:

- Copy of your purchase receipt with the purchase date visible
- Shipping address
- Phone number
- A clear photo showing the defect
- Written description of the defect

If purchased from the Ballistipax website:

- Your name and order number
- A clear photo showing the defect
- Written description of the defect

Send Registered Product and above required items to:

Ballistipax, LLC

ATT: Warranty

1499 S. Harbor City Blvd., Suite 303

Melbourne, FL 32901-3245

(321) PREPARE / (321) 773-7273

info@ballistipax.com