



## ***Hardigg Rotomold Case Warranty***

Hardigg Industries, Inc. ("Hardigg") warrants its rotationally molded containers against defects in materials and workmanship for a period of one year from date of shipment. Such warranty does not cover any associated hardware including closure hardware, retractable handles, wheels, and fasteners, which Hardigg warrants against defects in materials and workmanship for a period of 90 days from shipment.

**TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED.** Without limiting the generality of the foregoing disclaimers, Hardigg makes no warranty that the containers will conform to any military or other specifications.

Hardigg's liability to the purchaser, and the purchaser's exclusive remedy, are limited, at Hardigg's option, to the repair or replacement of any defective part of the containers, or to the refund of the purchase price for such containers following the return to Hardigg of the containers. In no event shall Hardigg's liability to the purchaser for damages hereunder exceed the purchase price of the containers in respect of which damages are claimed. **THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE PURCHASER.**

**TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HARDIGG BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.**

Any warranty claims shall be made by the purchaser as soon as practicable following discovery of any defect. The purchaser must obtain a return authorization number from Hardigg Customer Service prior to returning any containers. In the event that Hardigg determines that the returned containers are not defective, within the terms of this warranty, the purchaser shall pay Hardigg all costs of handling, transportation and repairs at Hardigg's prevailing rates. All warranty claims of any nature are barred if the container has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.