

# WARRANTY

DEFILADE makes no warranty expressed or implied with respect to the products for a particular purpose and merchantability and/or the (in-) ability to protect against any specific impact or incident. DEFILADE products are warranted against manufacturing defects, material & workmanship for a period of 2 years from date of purchase. DEFILADE warrants that all its products are fit for their intended use and free of manufacturing defects in material and workmanship when delivered to its dealers/agents.

## The following is NOT covered under warranty:

- Garments damaged in an accident
- Rips or tears caused by overly rough handling of the garment
- Maintenance errors, unauthorized repair, or damage caused by improper use (intentional or unintentional)
- Usual wear and tear
- Damage due to installation of poor quality, defective or incompatible third-party equipment or accessories.
- Corrosion and deterioration caused by material fatigue (after use)
- Any modification, custom painting or alteration by customer
- Damage due to the incorrect use or installing of protective padding

Proof of purchase is required with all potential warranty claims and is limited to the original customer. A repair or replacement of defective product(s) is the customer's sole and exclusive remedy.

This warranty does not cover any damage to the product caused by an accident, misuse, failure to follow installation, operating and or care instructions, misapplication, alteration or (an attempt to) unauthorized repair by anyone other than DEFILADE. Corrosion and deterioration caused by material fatigue (after use) is not covered by the warranty.

DEFILADE does not claim, either expressed or implied, that their products can guarantee protection against any and all impacts or incidents.

DEFILADE and its manufacturers/distributors/agents, shall not be liable, whether contractually or at law, for any and all loss, damages, injuries, or other casualty of whatsoever kind or by whomsoever caused to the person or property of anyone including buyer, client, and/or any other third party, arising out of, or resulting from the use or application of the products by buyer, client and or any other third party.

Buyer agrees for itself and its successors and assigns to bare all losses, costs, expenses, and damages and to indemnify event and hold DEFILADE harmless from and against any and all costs, claims, losses, damages (including punitive damage), demands, liabilities, suits, actions and costs of litigation (including all expenses, attorney fees, consultant fees) asserted against, incurred or required to be paid by DEFILADE, arising out of this agreement and / or arising out of and / or resulting from the use or application by buyer, client or any other third party of the DEFILADE product range.

DEFILADE shall not be liable for any special, incidental or consequential damages and waives all responsibility for any third party for consequences resulting from the use of, or the inability to use DEFILADE products by any legal or natural person.

## DEFILADE Product Warning:

Impact Protective gear is designed to help reduce the risk of INJURIES resulting from an impacting event or incident. However, it will not make the user invulnerable. No protective gear, protective pads or other (impact) protective products sold by DEFILADE, can fully guard against various injuries that may occur from a collision, act of violence, accident or other (impacting) incidents; (serious) injury could still occur.

Take care of your DEFILADE products and check the products before each use for signs of wear and/or damage and replace if necessary.

For maximum protection all DEFILADE products should be properly sized and fitted to the wearer and not be modified in any way.

Always use DEFILADE products within your ability and control and always check if the products are suitable for the intended use. Discontinue the use of products if the products are not suitable for the intended use and/or if the product/fabric becomes torn, worn or punctured, to avoid potential injuries. Poorly maintained or worn products can increase the risk of potential injuries.