

NIJ-06 WARRANTY

**EXPRESS LIMITED
WARRANTY FOR
SAFARILAND® FLEXIBLE
BODY ARMOR VESTS
CERTIFIED UNDER
NIJ-0101.06**

1. Safariland warrants that its “NIJ-06” flexible body armor vests (“Vests”) have been certified to comply with the National Institute of Justice’s (“NIJ”) Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (July 2008), for the applicable NIJ threat level designated on each Vest’s label. For multi-threat (i.e., ballistic and stab resistant) Vests, Safariland also warrants that the Vests have been certified to comply with the NIJ’s Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (September 2000), for the applicable NIJ spike threat level designated on each Vest’s label.
2. For a period of sixty (60) months after the date of purchase, Safariland warrants that the ballistic panels of its Vests shall be free from defects in material and workmanship and shall comply with Safariland’s VestCheck™ used vest testing protocols for ballistic performance (as set forth on www.safariland.com). Vests should not be worn or used after the expiration of this warranty period (i.e., “useful life” period).
3. For a period of twelve (12) months after the date of purchase, Safariland warrants that the outer carriers of its Vests shall be free from defects in material and workmanship.
4. Vests shall be always worn in accordance with Safariland’s Use & Care instructions contained in the applicable User Manual included with each Vest. The above warranties do not apply to any Vest that has been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.
5. The above warranties are the sole and exclusive warranties made by Safariland with respect to its Vests. 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 Safariland (other than by a duly authorized officer of Safariland). **SAFARILAND MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.**
6. In the event that Safariland determines that a Vest (or component) is defective during an applicable warranty period, Safariland agrees to (at its election) replace, repair, or issue a pro-rated purchase price credit for such product. All returns shall be made to Safariland’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 Safariland prior to returning the product.
7. **IN NO EVENT SHALL SAFARILAND 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 VESTS, REGARDLESS OF THE FORM OF THE ACTION, NOTWITHSTANDING ANY CONTRARY PROVISION, IN NO EVENT SHALL THE TOTAL LIABILITY OF SAFARILAND (TOGETHER WITH THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE VEST THAT GIVES RISE TO SUCH LIABILITY.** The foregoing disclaimers are subject to any applicable laws that regulate product warranties.

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