

LIFETIME LIMITED WARRANTY AND DISCLAIMER

Plasticase, Inc. (“Plasticase”) warrants that the NANUK case accompanying this document (the “Case”) will be free from defects in material and workmanship for the life of the Case, subject to the terms and conditions of this Limited Warranty and Disclaimer (the “Warranty”).

1. Returns The customer must contact Plasticase in the event he or she believes the Case is defective and covered by this Warranty in order to open a warranty claim. Call Plasticase at 1-800-783-6883 between 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday to speak with a customer service representative. In some instances, it may be determined that parts can be easily installed by the customer and Plasticase reserves the right to ship replacement parts directly to the customer for installation. Otherwise, the customer must pay for shipping the Case to Plasticase at 1059 Boulevard des Entreprises Ouest, Terrebonne, QC J6Y 1V2, Canada, for inspection. If the Case is defective, as determined solely by Plasticase after an inspection, the shipping costs will be refunded if proof of shipping is provided. No refunds of shipping costs will be made if the Case is not defective.

2. Repair or Replacement Plasticase’s obligation under this Warranty is limited, at its sole and exclusive option, to either the repair or replacement of the Case where a defect has been claimed and is determined by Plasticase to be present. Upon inspection by Plasticase, the Case or parts thereof that prove to be defective will be repaired or replaced at no charge, and the Case will be shipped back to the customer by Plasticase.

3. Limitation of Warranty The Warranty herein applies only to the original customer and is conditional upon the customer giving prompt notice to Plasticase of any discovered defects. Plasticase shall not be responsible for any other defects or damage, including, but not limited to, any defects or damage caused by or resulting from: (a) alterations to the Case by anyone other than Plasticase; (b) accident; (c) damage due to an intentional or negligent act of a third party; (d) abuse or negligence; (e) wear and tear.; (f) mishandling; (g) failure to use the Case in a safe and reasonable manner, or (h) force majeure. If the Case, in the judgment of Plasticase, shows evidence of having been altered, modified or repaired without the authorization of Plasticase, the Warranty herein shall not apply. **THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. PLASTICASE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

4. Liability Plasticase’s cumulative liability for damages of any kind whatsoever arising out of the use or possession of the Case, regardless of the form of action, whether in contract or tort, including negligence or strict liability, shall be limited to the purchase price of the Case. **IN NO EVENT SHALL PLASTICASE BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR POSSESSION OF THE CASE, INCLUDING THE VALUE OF THE CONTENTS OF THE CASE, WHETHER OR NOT PLASTICASE HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OR SUCH DAMAGES OR LOSSES. THESE LIMITATIONS SHALL APPLY**

NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.