

CARTRIDGE ACTUATED DEVICES, INC. LIMITED WARRANTY

Cartridge Actuated Devices, Inc. (CAD) manufactures a large number of designs of pyrotechnic and explosive devices, for a wide range of applications. Because of the many and varied circumstances and extreme conditions under which CAD's products are used, and because CAD has no control over these actual usages, CAD makes no warranties which extend beyond the express provisions herein. CAD MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS for any application beyond that for which a particular product has been specifically designed and tested.

CAD warrants that when CAD's products and any CAD-supplied component parts are properly installed and maintained, and if the products have not been modified or tampered with, CAD's products shall be free from defects in material and workmanship for a period of one year from shipment from CAD, unless otherwise contractually agreed upon.

ASSIGNABILITY OF WARRANTY

The warranty as set forth in these terms and conditions extend to the original purchaser. This warranty may only be transferred to the original purchaser's customer(s) when the original purchaser is either a distributor for the specific CAD-manufactured product, or a manufacturer of a system or assembly that subsequently incorporates the specific CAD-manufactured product, and all subsequent purchasers use CAD's products only in systems or assemblies for which that specific CAD product has been designed and properly tested.

PURCHASER'S EXCLUSIVE REMEDY

The purchaser's sole and exclusive remedy, unless varied by written agreement with CAD, is that CAD will, at CAD's option, repair or replace any defective part which is returned to CAD within ninety (90) days of discovery of the defect.

RETURN OF MERCHANDISE. Prior to returning merchandise to CAD, the customer must contact CAD and obtain a return authorization, and shipping instructions.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

In no event shall CAD be liable for consequential damages, including but not limited to damages for loss of use, damages for lost profits, and damages for resulting harm to property other than the CAD assemblies and their component parts.

SHORTAGES OR DAMAGE. The purchaser's claims for shortages in deliveries must be made in writing within ten (10) days after receipt of shipment. Loss or damage to any CAD product in transit is the sole responsibility of the carrier.

PATENT INFRINGEMENT. If the purchaser's drawings or specifications infringe upon a patent or trademark, CAD will in no way be responsible for any claims or damages resulting from such infringement.