

DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IMPACT RECOVERY SYSTEMS, INC.® MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING IN ANY MANNER ITS PRODUCTS OR PRODUCT CONDITIONS, INCLUDING, WITHOUT LIMITATION, THAT OF MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY RESULT TO BE DERIVED FROM THE USE OF ITS PRODUCTS THEREOF, IMPACT RECOVERY SYSTEMS, INC.® EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED USER OF SAFETY PRODUCTS AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF IMPACT RECOVERY SYSTEMS', INC.® PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PROVIDE/SELL SUCH PRODUCTS TO BUYER.

LIMITATION OF LIABILITY

IMPACT RECOVERY SYSTEMS, INC.® AND ITS DISTRIBUTOR'S AGGREGATE CUMULATIVE LIABILITY AND OBLIGATION SHALL BE TO REPAIR OR REPLACE SUCH QUANTITY OF PRODUCT SOLD TO BUYER WHICH IS PROVEN TO BE DEFECTIVE OR NON-CONFORMING, IN A MANNER SUITABLE TO IMPACT RECOVERY SYSTEMS, INC.® SUBJECT TO THE RIGHT OF IMPACT RECOVERY SYSTEMS, INC.® TO ASCERTAIN THE DEFECT OR NON-CONFORMITY COMPLAINED OF IF REPORTED TO IMPACT RECOVERY SYSTEMS, INC.® IN WRITING WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF THE DEFECT OR NON-CONFORMITY. IN NO EVENT WILL IMPACT RECOVERY SYSTEMS, INC.® OR ITS DISTRIBUTOR BE LIABLE IN TORT OR CONTRACT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOST PROFITS, OR DAMAGES ARISING OUT OF ANY CLAIM FOR PERSONAL INJURIES OR DEATH, ARISING OUT OF THE USE, MISUSE, ABUSE, ALTERATION, OR INABILITY TO USE THE PRODUCT.

This product has been manufactured and tested to the highest quality standards by Impact Recovery Systems, Inc.® This Limited warranty covers defects in material or workmanship of products manufactured by Impact Recovery Systems, Inc.® and SlowStop Guarding Systems, LLC.® This warranty extends to the original purchaser only and is non-transferable. Only users purchasing products from Impact Recovery Systems, Inc.® its authorized distributors or resellers, or through Impact Recovery Systems, Inc.® authorized websites may obtain coverage under this Limited Warranty.

What is Covered?

Impact Recovery Systems, Inc.® warrants this product against defects in material or workmanship as follows:

1. Material or Workmanship Defects: Impact Recovery Systems, Inc.® will replace at no charge any product or part of the product or, at its option, replace parts only for any product that proves defective because of improper workmanship and/or material, under normal installation, use, service, and maintenance. If Impact Recovery Systems, Inc.® is unable to provide a replacement and repair is not practical or cannot be made in a timely fashion, Impact Recovery Systems, Inc.® may elect to refund the purchase price in exchange for the return of the product.
2. Base and Modular Connectors Breakage: Impact Recovery Systems, Inc.® will replace, at no charge, any part of the bollard base or modular connectors that break or become unusable as a result of an impact given that the speed and mass of the impacting vehicle are not beyond the specified limits of the product. If Impact Recovery Systems, Inc.® is unable to provide a replacement and repair is not practical or cannot be made in a timely fashion, Impact Recovery Systems, Inc.® may elect to refund the purchase price in exchange for the return of the product.

How Long Does The Coverage Last?

Our warranty periods are one and five years from the documented date of purchase, dependent upon product type. Warranty terms are as follows:

- Five Years:** (Pro-rated after year one): Tuff Curb® XLP
- One Year:** All other Impact Recovery Systems, Inc.® products
- Two Years:** SlowStop Guarding Systems, LLC.® products

What Our Warranty Does Not Cover

Our warranties do not cover any problems that are caused by:

- A. Conditions, malfunctions, or damage not resulting from defects in material or workmanship;
- B. Conditions, malfunctions, or damage resulting from normal wear and tear, improper installation; improper maintenance, misuse, abuse, negligence, accident, or alteration; or
- C. Conditions, malfunctions, or damage resulting from the addition, incorporation, and use and association with any accessory or product not manufactured by Impact Recovery Systems, Inc.®

Limited warranties are void if a product is returned with removed, damaged, or tampered labels, or any alterations (including removal of any component).

SlowStop Guarding Systems, Inc.® pipe and FlexRail components are not warranted against dents or bending that are a result of impact beyond specified energy absorption limits of the product.

What State Laws Apply?

This Limited Warranty is performable in Bexar County, Texas, and shall be governed by Texas law. The agreement for the sale of these products manufactured by Impact Recovery Systems, Inc.® and the rights and obligations of the parties shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflicts of laws. Exclusive venue for resolution of any dispute between the parties related to the sale of such products shall be in Bexar County, Texas.

How To File a Claim

Impact Recovery Systems, Inc.® will not provide any warranty coverage unless claims are made in compliance with all terms of the controlling warranty statement included with the product and the proper return procedure is followed. To request warranty service, provide the following to receive a **Return Merchandise**

Authorization (RMA) number:

1. The Purchase Order Number or other evidence of the date and place of purchase
2. A description and photo documentation of the defect or non-conformity, in writing within thirty (30) days of the discovery
3. If requested, delivery of the product or the defective part, postage prepaid, and carefully packed and insured, along with the RMA number, to:
Impact Recovery Systems, Inc.®
Attn: Customer Service
4955 Stout Drive
San Antonio, Texas 78219

When warranty service is completed, any repaired or replacement product or part will be returned to the customer postage prepaid. If replacement is being provided the customer will be responsible for shipping costs.