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WARRANTY TERMS AND CONDITIONS

1. Proponent Defense warrants that each part shall at the time of delivery conform to the applicable original manufacturer's specifications and description and be free from defects in material and workmanship on the terms set forth herein.
2. Customer's remedy and Proponent Defense liability, with respect to a defect in material or workmanship, is limited to repair or replacement of a defective part at Proponent Defense option. Such remedies are conditioned upon: (i) discovery of a defect by customer on a part within Twelve (12) Months of delivery (ii) receipt by Proponent Defense of written notice of a defect from customer no later than thirty (30) days after expiration of the applicable warranty period; (iii) prompt return of a defective part at customer's expense to Proponent Defense; and, (iv) sufficient information to substantiate customer's claim. Customer's shipping expenses will be reimbursed by Proponent Defense upon confirmation by Proponent Defense of the covered defect. Return to customer of a repaired or replaced part will be at Proponent Defense expense.
3. Proponent Defense shall not be liable under this Warranty for any defect resulting from a part having been exposed or subjected to: (i) Any alteration, modification, maintenance, repair, installation, handling, transportation, storage, operation or use that is improper or otherwise not in compliance with Proponent Defense or the original manufacturer's instructions, unless caused by Proponent Defense; (ii) Any accident, contamination, foreign object damage, abuse, neglect, or negligence after delivery to buyer, unless caused by Proponent Defense; or, (iii) Any damage precipitated by any part not supplied by Proponent Defense.
4. Proponent Defense further assigns to buyer any rights Proponent Defense is provided as distributor of parts under any warranty provided by any original manufacturer of parts.
5. EXCLUSION OF LIABILITIES. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF PROPONENT DEFENSE AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF PROPONENT DEFENSE, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST PROPONENT DEFENSE, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS OR OTHER GOODS PROVIDED UNDER THIS AGREEMENT OR ANY ORDER, INCLUDING BUT NOT LIMITED TO: (A) ANY WARRANTY OF MERCHANTABILITY OR FITNESS; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT; AND, (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT OR PART. PROPONENT DEFENSE WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS OR OTHER GOODS PROVIDED UNDER THIS AGREEMENT OR ANY ORDER.

