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WARRANTY, DISCLAIMER OF OTHER WARRANTIES, EXCLUSIVE REMEDY

Hexprotect™, Rhombo Hexoshield™ & Armor Balls™ are warranted for ten (10) years from the date of delivery, to be free from defects in workmanship and material under normal and proper use in accordance with Bird-X's instructions. Damage occurring during transportation (such as dents or other shape changes) are not covered by this warranty. The foregoing warranty is exclusive. Bird-X makes no other warranty whether written or oral, express or implied, whether of merchantability or fitness for a particular purpose or use or otherwise, on the Hexprotect™ & Armor Ball™ products, or on any parts or labor furnished during the sale, delivery or servicing of the Products. Bird-X's obligation under the foregoing is limited to, at Bird-X's option, replacement or repair of any Product or part thereof that Bird-X's inspection shows to be defective, provided that Product or part was properly installed, suitably maintained and not subject to misuse or abuse, and further provided that the defective parts or products are returned to Bird-X's plant with a complete explanation of the alleged defects and circumstances within ten (10) years after delivery. Written permission for such return must first be obtained from Bird-X.

The cost of freight for the return to Bird-X of any Products or part that is determined by Bird-X to be defective and covered by this warranty shall be borne by the Buyer. The delivery cost of the repaired or replacement product will be covered by Bird-X. Bird-X may ship by the lowest cost means of transportation and that Buyer shall bear all risk of loss or damage during shipment. This warranty shall not cover any disassembly, packaging, installation or other charges not specifically assumed by Bird-X herein, all of which shall be borne by Buyer.