

FireQuick Wildfire Management Products Limited Warranty Statement

A. Extent of Limited Warranty

1. Firequick Products, Inc. warrants to all approved end users¹ that all FireQuick flare products will:
 - a. Be free from defects in materials and workmanship for a period of three years from the date of purchase when properly stored.²
 - b. Work for their intended use in all weather conditions, including high humidity, with a 95% ignition rate.
2. Firequick Products, Inc. warrants that the FireQuick Launcher will:
 - a. Be free from defects in materials and workmanship for a period of one year from date of purchase.
3. Firequick's limited warranty covers only those defects which arise as a result of normal use of the product and do not apply to any conditions where:
 - a. Products are not handled or used in accordance with instructions provided with the product
 - b. Products are improperly stored
 - c. Products are improperly or inadequately maintained
 - d. Products are subject to improper modification or misuse
 - e. Flares are used in launchers other than those provided by Firequick Products, Inc.³
 - f. Launchers are used for the projection of any item other than FireQuick flares
4. If Firequick receives, during the applicable warranty period, notice of a defect in a FireQuick product that is not attributed to misuse as described in 3 above, Firequick shall either repair or replace the product, at its option.
5. This Limited Warranty Statement gives the customer specific legal rights. The customer may have other rights, which vary from state to state in the United States and from country to country elsewhere in the world.

B. Limitations of Warranty

1. Neither Firequick Products, Inc. nor any of its third-party suppliers make any other warranty of any kind, whether express or implied, with respect to FireQuick products.
2. To the extent that this Limited Warranty Statement is inconsistent with the law of the locality where the customer uses the FireQuick product, this Limited Warranty Statement shall be deemed modified to be consistent with such local law. Under such local law, certain limitations of this Limited Warranty Statement may not apply.
3. To the extent allowed by local law, the remedies provided in the Warranty Statement are the customer's sole and exclusive remedies.

C. Limitation of Liability

1. Except for the obligations specifically set forth in this Warranty Statement, in no event shall Firequick Products, Inc. be liable for any direct, indirect, special, incidental or consequential damages that result from the use of FireQuick Products.
2. Specifically, as sale is restricted to trained firefighting organizations, Firequick Products, Inc. shall, in no event, be held liable for use or misuse of products in the possession of unauthorized third parties. *It is the responsibility of the purchaser to insure that possession of FireQuick products is not transferred to unauthorized users.*

¹ In accordance with Bureau of Alcohol, tobacco and Firearms requirements, FireQuick products are sold only to trained firefighting organizations.

² Proper storage is defined as "in the original packaging stored in a warehouse or other dry storage facility." The warranty does not extend to products that are mishandled or stored loosely in toolboxes, truck beds, etc.

³ Flares are only to be used in specific launchers as defined in product documentation.