TERMS AND CONDITIONS

Ordering Information: Orders subject to factory acceptance. Original, faxed, or emailed purchase orders are required.

Returned items require authorization and are subject to a 25% restocking fee.

Freight Terms

Prices are F.O.B San Antonio, Texas. Taxes added where applicable. If you choose to ship your order prepaid, the exact shipping charges from the freight carrier will be added to the invoice.

LIMITED WARRANTY

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 in new Impact Recovery Systems, Inc. products. This warranty extends to the original purchaser only and is non-transferable. Only users purchasing Impact Recovery Systems products from Impact Recovery Systems, its authorized distributors or resellers, or through Impact Recovery Systems 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:

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.

How Long Does The Coverage Last?

Our warranty periods are one and five years from the documented date of purchase, depending on the type of product as follows:

- Five Years, Pro-Rated after Year One: Tuff Curb® XLP
- One Year: All other products

What Our Warranty Does Not Cover?

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

1. Conditions, malfunctions or damage not resulting from defects in material or workmanship.
2. Conditions, malfunctions or damage resulting from normal wear and tear, improper installation, improper maintenance, misuse, abuse, negligence, accident or alteration.
3. 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.

Our limited warranties are void if a product is returned with removed, damaged or tampered labels or any alterations (including removal of any component).
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 your product and you follow proper return procedure. To request warranty service, you will need to 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 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
   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 you postage prepaid. If replacement product is being provided with returned merchandise, the customer will be responsible for shipping costs.

What State Law Applies?

This limited warranty has been accepted and made performable in Bexar County, Texas. 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.