cmcpro.com
6740 Cortona Dr.
Goleta, CA 93117
800-235-5741
805-562-9120

CMC Limited Warranty

Warranty Coverage

CMC Rescue Inc. (CMC) warrants that its products will be free from defects in materials and workmanship under normal use, service, inspection, and maintenance for a period of **ten (10) years** from the date of original purchase.

WRS | CMC Products will be free from defects in materials and workmanship under normal use, service, inspection, and maintenance for a period of **three (3) years** from the date of original purchase.

CMC branded electronics will be free from defects in materials and workmanship under normal use, service, inspection, and maintenance for a period of **one (1) years** from the date of original purchase.

If a product is found by CMC to be defective in materials or workmanship during the warranty period, CMC, at its sole discretion, will repair the product or replace the product with the same or comparable product.

Warranty Conditions

This limited warranty applies only to CMC branded products purchased through an authorized distributor, dealer, or directly from CMC. This limited warranty applies only to CMC branded products used in accordance with applicable instructions, specifications, and industry standards that have been properly maintained and inspected as required by applicable product documentation.

CMC Rescue Inc. (CMC) warrants that WRS / CMC branded water rescue products will be free from defects in materials and workmanship under normal use, service, inspection and maintenance for a period of three (3) years from the date of original purchase. WRS / CMC branded water rescue products are not included in the CMC ten (10) year warranty.

Proof of purchase may be required to obtain warranty service.

This limited warranty in no way limits or alters other manufacturers' warranties on products that are sold or distributed by CMC.

This limited warranty does not cover normal wear, cosmetic damage that does not affect product function, damage resulting from misuse, abuse, neglect, improper storage, improper maintenance, accident, alteration, modification, unauthorized repair, or use outside the product's intended use.

Warranty Exclusions

This limited warranty does not cover damage caused by exposure to chemicals, corrosive environments, excessive heat, UV degradation, or other environmental conditions beyond the product's design specifications.

In addition to the exclusions set forth elsewhere in this limited warranty, this limited warranty does not cover any product that has been subjected to:

- A fall, shock load, impact event, or any loading that may have compromised the product's structural integrity.
- Improper use, misuse, abuse, negligence, or use contrary to the product's instructions, warnings, or intended purpose.
- Improper inspection, maintenance, cleaning, storage, transportation, or retirement practices.
- Exposure to chemicals, contaminants, corrosive substances, excessive heat, flame, sharp edges, abrasion, ultraviolet (UV) radiation, environmental degradation, or other conditions that may affect product performance.
- Unauthorized alteration, modification, repair, or replacement of components.
- Use beyond the product's designated service life or continued use after the product has been identified for retirement by the user, inspector, competent person, employer, or applicable regulations or standards.
- Failure to remove a product from service when there is any doubt regarding its condition, history, strength, integrity, or suitability for continued use.

Because many life-safety products are exposed to conditions that cannot be verified by CMC after sale, the user is solely responsible for determining whether a product remains fit for service through proper inspection and maintenance procedures.

This limited warranty covers defects in materials and workmanship only and does not guarantee performance or safety of any product in any particular situation or environment. This limited warranty does not replace the user's responsibility to inspect equipment before and after each use and to comply with all applicable regulations, standards, training requirements, and product instructions.

No employee, distributor, dealer, reseller, or representative is authorized to extend or modify this limited warranty or make any representation concerning the condition, performance, or expected service life of any product beyond the terms expressly stated herein.

EXCLUSIVE WARRANTY; DISCLAIMER OF IMPLIED WARRANTIES

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY CMC WITH RESPECT TO THE PRODUCTS AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN STATEMENTS, BROCHURES, OR REPRESENTATIONS RELATING TO THE PRODUCTS. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE PURCHASER’S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY OR OTHER CLAIM RELATING TO THE PRODUCTS.

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EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, CMC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Warranty Claim Process

To obtain warranty service, the purchaser must contact CMC or an authorized representative and provide a written description of the alleged defect within thirty (30) days after the defect is discovered or reasonably should have been discovered, and in any event within the ten (10) years from the date of original purchase. CMC may require the product to be returned for evaluation prior to determining warranty eligibility.

The purchaser is responsible for shipping costs associated with returning the product unless otherwise required by applicable law or agreed upon by CMC. CMC will pay reasonable return shipping costs for products determined to be covered under this warranty.

Limitation of Liability

To the maximum extent permitted by law, CMC's liability under this warranty is limited exclusively to the repair or replacement described above. CMC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of use, downtime, or damage to other property arising from the use of the product.

[Some jurisdictions do not allow the exclusion or limitation of certain warranties, liabilities, or remedies. In such jurisdictions, the limitations and exclusions in this limited warranty shall apply only to the extent permitted by applicable law. This limited warranty gives you specific legal rights; you may also have other rights which vary from jurisdiction to jurisdiction.]

Important Warnings

Many of the activities for which CMC products are used pose a very substantial risk of serious injury or death. Be certain you carefully review all the following information.

Products manufactured and sold by CMC Rescue, Inc. are intended for use by professionals trained and experienced in the use, inspection, and maintenance of these products. All individuals using CMC products must have the same professional level of skill.

Technical rescue, rope access, rappelling, climbing, and the training involved are very hazardous activities. Each situation has its own unique conditions and must be evaluated by those present. Effective risk management comes from experience, proper training, and good personal judgment.

Products used in rescue, rope access, work-at-height, confined space, tactical, arborist, climbing, or other life-safety applications are subject to wear and exposure conditions that cannot be controlled or monitored by CMC; therefore, service life and continued suitability for use are determined by inspection and retirement criteria, not by the duration of this limited warranty.

Governing Law and Jurisdiction; Severability

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State, excluding any laws that direct the application of another jurisdiction's laws. Any dispute that arises under or relates to this Agreement (whether in contract, tort, or both) shall be resolved exclusively in the Superior Court of the State of California in and for the County of Santa Barbara or, if there is federal subject matter jurisdiction, the United States District Court for the Central District of California.

If any provision of this limited warranty is held to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect.