

WARRANTY INFORMATION

Man-Marker Rounds (MMR) and Target Bullet Rounds (TBR)

Standard Primer and Non-Toxic Primer - Military and Commercial - All calibers

UTM guarantees that MMRs and TBRs will meet their respective performance specifications of muzzle velocity, accuracy, and maximum effective range for a period of twelve (12) months following the date of delivery, so long as they are stored in the original packaging, and they are kept in a cool and dry environment.

Standard Primer Military and Commercial MMRs and TBRs (all calibers) have an effective shelf life of five (5) years from the date of manufacture, so long as they are stored in the original packaging, and they are stored in a dry environment, at a maximum temperature of 104°F (40°C).

Non-Toxic Primer Commercial MMRs and TBRs (all calibers) have an effective shelf life of five (5) years from the date of manufacture, so long as they are stored in the original packaging, and they are stored in a dry environment, at a maximum temperature of 104°F (40°C).

Blank Rounds - Silent Blank Rounds or Battlefield Blank Rounds (All calibers)

Blank rounds are guaranteed to meet UTM’s performance specifications of functionality for a period of twelve (12) months following the date of delivery, so long as they are stored in the original packaging, and they are kept in a cool and dry environment.

Blank rounds have an effective shelf life of five (5) years from the date of manufacture, so long as they are stored in the original packaging, and they are stored in a dry environment, at a maximum temperature of 104°F (40°C).

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Conversions. UTM warrants that all firearm conversion kits will be free of defects in workmanship and material for a period of twenty-four (24) months following the date of delivery. The use of gun conversion kit with any ammunition other than the specified UTM rounds will void this warranty.

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Magazines. UTM warrants that all magazines will be free of defects in workmanship and material for a period of twelve (12) months following the date of delivery.

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Personal Protective Equipment (PPE). Except as set forth herein, UTM warrants that all items of PPE will be free of defects in workmanship and material for a period of twelve (12) months following the date of delivery. UTM warrants that all lenses for PPE helmets or goggles will be free of defects in workmanship and material (with the exception of scratches to the lenses, and with the exception of normal wear and tear), for a period of three (3) months following the date of delivery, provided that the applicable UTM Care Instructions are followed.

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Portable Training Facilities (PTF). UTM warrants that all aspects of its PTF will be free of defects in workmanship and material for a period of twelve (12) months following the date of delivery.

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Remedy. Provided that buyer gives UTM written notice and returns the defective product to UTM in accordance with UTM’s return material authorization (RMA) policy in effect at the time, and UTM confirms the defect, UTM shall have the option to either repair or replace the products (in either instance, with either new or functionally equivalent and compatible parts, in the sole discretion of UTM) or, if UTM is unable to repair or replace such products, to refund the purchase price for any products confirmed to be defective by UTM during the warranty period. In the instance of either the misuse of the product, the unauthorized repair or modification of the products, purchase from an unauthorized source, an accident to the product, or an act of God, UTM’s liability under this warranty shall be null and void. Normal wear and tear are not covered by this warranty. Buyer is responsible for all costs to remove defective products and re-install repaired or replacement products and UTM shall not be liable for labor or other costs related to removal or re-installation.

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THE REMEDIES PROVIDED TO THE BUYER HEREIN ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS WARRANTY, AND ARE INTENDED FOR THE SOLE BENEFIT OF THE BUYER. NEITHER THIS WARRANTY, NOR ANY RIGHTS HEREUNDER, ARE ASSIGNABLE. UTM SHALL HAVE NO LIABILITY UNDER THE WARRANTY TO THIRD PARTIES TO THIS AGREEMENT. THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS, AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL UTM BE LIABLE IN CONTRACT, TORT, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) FOR, RESULTING FROM, OR IN CONNECTION WITH, THE USE OF THE PRODUCTS EVEN IF UTM HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF UTM, ITS AFFILIATES, SUBSIDIARIES, AND SUPPLIERS FOR DAMAGES OR LOSSES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE BASIS OF THE CLAIM OR ACTION, WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PRODUCTS.

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