

Romeo RIM, Inc.

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Warranty Policy

Warranty:

Romeo RIM, Inc. (“Romeo RIM”) warrants that the HELP Energy Absorbing Bumper Systems (“HELP Bumper System”) shall be free from defects in materials and workmanship and shall conform to the applicable specifications for a period of one (1) year from the date of shipment, subject to the following conditions and limitations. This warranty applies only to parts supplied by and assembled into the finished product by Romeo RIM.

This warranty does not cover, and in no event shall Romeo RIM be liable for, the following: (a) damage caused by improper installation, storage or maintenance, (b) misuse, abuse or alterations, or (c) acts of God, normal wear and tear and deterioration, improper environmental conditions.

Romeo RIM is committed to continuous product improvement; therefore, specifications are subject to change without notice.

Limitations:

Romeo RIM’s liability for breach of this warranty shall be limited to repair or replacement of defective or nonconforming parts at Romeo RIM’s sole discretion.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE, EVEN IF THAT PRUPOSE IS KNOWN TO ROMEO RIM, INC.

Claims Procedure:

All claims must be presented in writing to Romeo RIM via email to quality@romeorim.com within ninety (90) days of discovery of a manufacturing or material defect, or suspected defect, or such claim will be barred from recovery under this warranty.

Such written notice must include the purchaser’s name and address, the date of purchase, plus a description of the alleged defect or nonconformance. Romeo RIM shall have a reasonable period of time to verify the defect of non-conformity and may request additional information from purchaser to verify the claim. Upon request, the purchaser shall submit a copy of the original invoice or other materials to Romeo RIM. Failure to provide written notice in accordance with this provision shall bar the purchaser from relief under this warranty.

Verified Warranty Claims:

The cost of shipping replacement parts, returning defective parts, replacement parts, materials and labor will be assumed by Romeo RIM, Inc. Romeo RIM will specify the means of transportation and packaging requirements for any shipments from purchaser to Romeo RIM. With the prior consent of Romeo RIM, purchaser’s personal may perform labor to repair or replace defective parts. Any such labor will be performed at a preapproved hourly rate. Romeo RIM will not reimburse the purchaser for labor costs associated with normally scheduled inspection, packaging, and/or assembly operations.

IN NO EVENT SHALL ROMEO RIM, INC. BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THE PRODUCTS, OR FOR ANY ECONOMIC LOSS, PHYSICAL HARM, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PURCHASER’S PROSPECTIVE PROFITS OR GOODWILL OR FOR ANY EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, HANDLING, OR USE OF THE PRODUCT SOLD HEREUNDER.