

## **TERMS AND CONDITIONS / LIMITED WARRANTY**

### **\* LIMITED WARRANTY**

Tactico Scope warrants the product shown herein to be free of manufacturing defects in material and workmanship, subject to the conditions hereinafter set forth, for a period of two (2) years from the date of purchase by the original purchaser.

### **\* CONDITIONS**

This Warranty is subject to the following conditions and limitations. Only new products purchased through an authorized Tactico Scope retailer or importer are eligible for warranty coverage. The Warranty is void if the product has been used or converted for any use other than originally intended, abused, misused, damaged by accident or neglect or in being transported without care, or if the defect is due to the product being repaired or tampered with by anyone other than Tactico Scope or an authorized Tactico Scope repair center. The product must be packaged and returned to Tactico Scope or an authorized Tactico Scope repair center by the customer at his or her sole expense. Tactico Scope will pay return freight of its choice. A RETURNED PRODUCT MUST BE ACCOMPANIED BY A WRITTEN DESCRIPTION OF THE DEFECT AND A PHOTOCOPY OF THE ORIGINAL PURCHASE RECEIPT. This receipt must clearly list model and serial number if applicable, the date of purchase, the name and address of the purchaser and authorized dealer and the price paid by the purchaser. Tactico Scope reserves the right to modify the design of any product without obligation to purchasers of previously manufactured products and to change the prices or specifications of any product without notice or obligation to any person.

### **\* EXCLUSIONS**

Normal Wear and Tear. Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage. Abuse & Misuse. Defects or damage that result from: (a) improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface or to the lenses of the product resulting from misuse are excluded from coverage. Unauthorized Service or Modification. Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, including without limitation, or modification in any way by someone other than Tactico Scope, or its authorized service centers, are excluded from coverage. Altered Products. Products or Accessories with (a) serial codes or date tags that have been removed, altered or obliterated; (b) broken seals or that show evidence of tampering; (c) mismatched parts or non-Tactico Scope parts, are excluded from coverage.

### **\* REMEDY**

In the event the above product fails to meet the above Warranty and the above conditions have been met, the purchaser's sole remedy under this Limited Warranty shall be to return the product to Tactico Scope or an authorized Tactico Scope repair center where the defect will be rectified without charge for parts or labor. Tactico Scope, at its option, will at no charge repair or replace the Product that does not conform to this warranty with a functionally equivalent reconditioned/refurbished/pre-owned or new Product, Accessory or parts.

### **\* LIMITED TO ORIGINAL PURCHASER**

This Warranty is for the sole benefit of the original purchaser of the covered product and shall not be transferred to a subsequent purchaser of the product.

### **\* DURATION OF WARRANTY**

This Warranty expires on the second anniversary of the date of purchase from an authorized Tactico Scope dealer

### **\* DEMONSTRATION EQUIPMENT**

Equipment used by an authorized dealer for demonstration purposes is warranted to be free of manufacturing defects in materials and workmanship for a period of two (2) years from the date of shipment to the dealer. Demo equipment needing warranty service must be packed and returned to Tactico Scope by the dealer at his sole expense. Tactico Scope will pay return freight of its choice. A returned product must be accompanied by a written description of the defect on a Tactico Scope RMA RETURNED GOODS AUTHORIZATION form. Dealer-owned demonstration equipment sold at retail within (2) years of date of shipment to the dealer is warranted to the first retail customer to be free of manufacturing defects in materials and workmanship for the duration of the 2-Year Limited Warranty remaining (as calculated from the date of shipment of the equipment to the dealer). Any accessories, included with the original packaging are not warranted for any period under these conditions of sale. In the event warranty service is needed under these conditions, the owner of the equipment must provide a copy of his purchase receipt, fulfilling the requirements

described under "2. Conditions" above. The product must be packed and returned to Tactico Scope or an authorized Tactico Scope repair center by the customer at his or her sole expense. Tactico Scope will pay return freight of its choice.

**\* MISCELLANEOUS**

ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, OTHERWISE THE REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CUSTOMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OF IMPLIED. IN NO EVENT SHALL TACTICO SCOPE BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ACCESSORY, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCT, ACCESSORY TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW. Some states do not allow limitations on how long an implied warranty lasts or exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**\* WARRANTOR**

Request or claims under the above Limited Warranty originating from North America may be sent to the following address:

U.S.A. : Tactico Warranty Depot  
2638 Alderwood Ave  
Bellingham, WA 98225  
USA

Canada: Tactico Warranty Depot  
Box 32007 Cambie Stn  
Richmond, BC, V6X 3R9  
CANADA

Claims under Warranty Outside of North America: Tactico Scope has authorized distribution in many countries around the world. In each country, the authorized importing retailer or distributor has accepted the responsibility for warranty of products sold by that retailer or distributor. Warranty service should normally be obtained from the importing retailer or distributor from whom you purchased your product. In the unlikely event of service required beyond the capability of the dealer or importer, Tactico Scope will fulfill the conditions of the warranty. Such product must be returned at the owner's expense to the Tactico Warranty Depot in Canada, together with a photocopy of the bill of sale for the product, a detailed description of the problem, and any information necessary for return shipment. Products returned without following the above guidelines will not be processed.