# Guarantee of Excellence

# INJECTION MOLDED CASES (except Vault by Pelican)

#### LIMITED LIFETIME WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its injection molded products for a lifetime against breakage or defects in workmanship. Pelican™ injection molded cases are guaranteed to be watertight to a depth of 3.3 feet (1 meter) for 30 minutes (IP 67) if properly closed with undamaged o-ring in place unless otherwise stated. To the extent permitted by law, Pelican's liability is limited to the case and not its contents or foam and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the case in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

Pelican will either repair or replace any broken or defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limitededition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal

rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

Lifetime warranty does not cover Vault by Pelican or Roto Molded cases or fabric portion of backpacks.

## **VAULT BY PELICAN CASES**

#### 1 YEAR LIMITED WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its Vault by Pelican cases will be free of defects in materials and workmanship for one year from the date of invoice. This warranty applies only to the original purchaser and is not transferable. To the extent permitted by law, Pelican's liability is limited to the case and not its contents or foam and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the case in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

With valid dated proof of purchase, Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a

claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement product is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable and in no event more than one year from the date of invoice. The purchaser must provide valid dated proof of purchase and obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim on a Pelican product, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective. within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

## ROTO MOLDED CASES (including SPACECASE™)

#### 1 YEAR LIMITED WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its rotationally molded products (including Spacecase™) will be free of defects in materials and workmanship for one year from the date of invoice. This warranty does not cover any associated hardware including closure hardware, handles, wheels, and fasteners, which Pelican warrants against defects in materials and workmanship for 90 days from the invoice date. This warranty applies only to the original purchaser and is not transferable. To the extent permitted by law, Pelican's liability is limited to the case and not its contents and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the case in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

With valid dated proof of purchase, Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement product is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable and in no event more than one year from the date of invoice. The purchaser must provide valid dated proof of purchase and obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal

rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim on a Pelican product, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

## PELICAN TREKPAK™ CASE ACCESSORIES

#### 1 YEAR LIMITED WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its TrekPak™ case accessories will be free of defects in materials and workmanship for one year from the date of invoice. This warranty applies only to the original purchaser and is not transferable. To the extent permitted by law, Pelican's liability is limited to the accessories and not the case or its contents and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the product in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

With valid dated proof of purchase, Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a

broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement product is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable and in no event more than one year from the date of invoice. The purchaser must provide valid dated proof of purchase and obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim on a Pelican product, the purchaser must complete the warranty claim form at pelican.com/claim. To make a claim on a Pelican-Trimcast product, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

### PELICAN-TRIMCAST CUSTOM CASE SOLUTIONS™

#### 1 YEAR LIMITED WARRANTY

Pelican Products, Pty. Ltd. ("Pelican") guarantees its Pelican-Trimcast Custom Case Solutions™ will be free of defects in materials and workmanship for one year from the date of purchase. This warranty does not cover any internal foam inserts, which Pelican warrants against defects in materials and workmanship for 90 days from the date of purchase. This warranty also does not cover any specific shock performance (Gs) or other functional performance specifications unless otherwise documented in the 'Product Specification' or 'Statement of Work' during the design and consultation process.

This warranty applies only to the original purchaser and is not transferable. To the extent permitted by law, Pelican's liability is limited to the case and not its contents and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the case in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

With valid dated proof of purchase, Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement product is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable and in no event more than one year from the date of purchase. The purchaser must provide valid dated proof of purchase and obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

### PELICAN™ TL CASE

#### 3 YEAR LIMITED WARRANTY

Pelican Products ULC ("Pelican") guarantees its Pelican™ TL Case will be free of defects in materials and workmanship for three years from the date of purchase. This warranty does not cover any associated hardware including closure hardware, handles, wheels, and fasteners, which Pelican warrants against defects in materials and workmanship for 90 days from the date of purchase. This warranty applies only to the original purchaser and is not transferable. To the extent permitted by law, Pelican's liability is limited to the case and not its contents and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the case in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

With valid dated proof of purchase, Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement product is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable and in no event more than three years from the date of purchase. The purchaser must provide valid dated proof of purchase and obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

## FLASHLIGHTS/HEADLAMPS

#### LIMITED LIFETIME WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its flashlights and headlamps for a lifetime against breakage or defects in workmanship. This guarantee does not cover the lamp or batteries.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, nor shall Pelican's liability to the purchaser for damages exceed the purchase price of the product in respect of which damages are claimed.

Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

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In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

Lifetime warranty does not cover Remote Area Lighting Systems products.

## REMOTE AREA LIGHTING SYSTEMS

#### 1 YEAR LIMITED WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its Remote Area Lighting Systems (RALS) against defects in materials and workmanship under normal use, service, and maintenance for one year from the date of purchase. This warranty applies only to the original purchaser and is not transferable.

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BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, nor shall Pelican's liability to the purchaser for damages exceed the purchase price of the product in respect of which damages are claimed.

With valid dated proof of purchase, Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement product is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable and in no event more than one year from the date of purchase. The purchaser must provide valid dated proof of purchase and obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

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In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned

product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

# PELICAN™ ELITE LUGGAGE

#### LIMITED LIFETIME WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its Pelican™ Elite Luggage products against breakage or defects in workmanship for the lifetime of the original purchaser. This warranty does not cover the latch, handles, wheels, or internal accessories, including (as applicable) lid organizer, suit bag, laundry bag, shoe bag, toiletry bag, or any other internal accessory, all of which Pelican warrants against defects in materials and workmanship for 90 days from the date of purchase. To the extent permitted by law, Pelican's liability is limited to the case and not its contents and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the case in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

Pelican will either repair or replace any broken or defective product at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must provide valid dated proof of purchase and obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

This warranty does not cover wear or damage caused by mishandling or carelessness of an airline or other transportation provider. A claim for that kind of damage should be made with the airline or other provider's baggage claim office before leaving the terminal or it may be rejected by the airline or other provider. This warranty does not cover normal wear and tear, including abrasions, minor cuts, scratches, dents or soil. All

warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must provide valid dated proof of purchase and obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

## PELICAN™ BACKPACKS

#### LIMITED WARRANTY

Pelican Products, Inc. ("Pelican") guarantees that its backpacks will be free of defects in workmanship and materials as follows:

Pelican<sup>™</sup> injection molded hard case compartment (when present) is guaranteed for a lifetime against breakage or defects in workmanship. Pelican injection molded cases are guaranteed to be watertight to a depth of 3.3 feet (1 meter) for 30 minutes (IP 67) if properly closed with undamaged o-ring in place unless otherwise stated.

Pelican guarantees to the original purchaser that the fabric backpack will be free of defects in materials and workmanship for one year from the date of purchase.

To the extent permitted by law, Pelican's liability is limited to the backpack and not its contents or foam and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the backpack in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

Pelican will either repair or replace any defective product at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement part or fabric portion of the backpack is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable and in no event more than one year from the date of purchase where the warranty claim relates to the fabric backpack. Claims relating to the fabric backpack also require a valid dated proof of purchase. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any

warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

# PELICAN™ MOBILE PROTECT BACKPACKS AND DUFFEL BAGS

#### LIMITED LIFETIME WARRANTY

Pelican Products, Inc. ("Pelican") guarantees that its Pelican™ Mobile Protect backpacks and duffel bags will be free of defects in workmanship and materials for the lifetime of the original purchaser. To the extent permitted by law, Pelican's liability is limited to the backpack and/or duffel bag and not its contents and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the backpack or duffel bag in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

Pelican will either repair or replace any defective product at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement part or fabric portion of the backpack or duffel bag is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty. Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

Lifetime warranty does not cover fabric portion of Pelican standard backpacks.

## INJECTION MOLDED COOLERS

#### LIMITED LIFETIME WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its injection-molded coolers for a lifetime against breakage or defects in workmanship. This warranty does not cover the wheels, rubber feet, drain plug/spigot, gasket, cooler accessories or color fading, which Pelican warrants against defects in materials and workmanship for 90 days from the date of purchase. Pelican™ coolers are not intended for the storage or transportation of hazardous substances. To the extent permitted by law, Pelican's liability is limited to the cooler and not its contents and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the cooler in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY

LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

Pelican will either repair or replace any defective product at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned

product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

Lifetime warranty does not cover soft or rotationally-molded coolers.

# PELICAN™ ELITE SOFT COOLERS

#### LIMITED THREE YEAR WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its Pelican™ Elite soft coolers against defects in materials and workmanship for a period of three years from the date of purchase. This warranty does not cover normal wear and tear, punctures or rips. Pelican™ Elite soft coolers are not intended for the storage or transportation of hazardous substances. This warranty applies only to the original purchaser and is not transferable. To the extent permitted by law, Pelican's liability is limited to the cooler and not its contents, and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the cooler in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

With valid dated proof of purchase, Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement product is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

## PELICAN™ ROTO-MOLDED COOLERS

#### LIMITED LIFETIME WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its Pelican™ rotationally molded coolers against defects in materials and workmanship for a period of one year from the date of purchase. This warranty does not cover the wheels, rubber feet, drain plug/spigot, gasket, cooler accessories or color fading, which Pelican warrants against defects in materials and workmanship for 90 days from the date of purchase. Pelican™ coolers are not intended for the storage or transportation of hazardous substances. This warranty applies only to the original purchaser and is not transferable. To the extent permitted by law, Pelican's liability is limited to the cooler and not its contents, and in no event shall Pelican's liability to the purchaser for damages exceed the purchase price of the cooler in respect of which damages are claimed.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL

DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

With valid dated proof of purchase, Pelican will either repair or replace any defective product, at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. Any repaired or replacement product is covered only for the unexpired portion of the warranty on the original product purchased.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state and country to country.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

### **COOLER PANELS**

#### LIMITED LIFETIME WARRANTY

Pelican Products, Inc. ("Pelican") guarantees that its Pelican™ Ice high performance cooler panels will be free from defects in materials and workmanship for the lifetime of the original purchaser. This warranty is limited to leaks from the seal and seams of the cooler panel; it does not cover leaks due to misuse, negligence, puncture or abuse.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES, AND ANY LIABILITY NOT BASED UPON CONTRACT IS HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, nor shall Pelican's liability to the purchaser for damages exceed the purchase price of the product in respect of which damages are claimed.

Pelican will replace any defective panel. TO THE EXTENT PERMITTED BY LAW, REPLACEMENT SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If fluid remains in the panel, the customer should bag the panel so as not to leak during shipping. Upon receipt of the defective panel and inspection to determine the leak was due to workmanship, Pelican will send a replacement to purchaser. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or

refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.

# PELICAN™ TRAVELER TUMBLER AND WATER BOTTLE

#### LIMITED LIFETIME WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its Pelican™ Traveler Tumbler and Water Bottle for a lifetime against breakage or defects in workmanship. This warranty does not cover ordinary wear and tear, including dents, scratches, chips in color caused by dropping or other damage. This warranty does not guarantee that the Pelican Traveler is spill-proof and does not cover damage to computers, cell phones, electronic items, or any personal belongings that could be damaged by liquid leaking. This warranty applies only to the original owner and is not transferable.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED; AND (C) IN NO EVENT SHALL PELICAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, nor shall Pelican's liability to the purchaser for damages exceed the purchase price of the product in respect of which damages are claimed.

Pelican will either repair or replace any defective Pelican Traveler or lid at our sole option. Certain products are available for a limited time only. If a claim is made involving one of these products, Pelican reserves the right to replace a broken or defective product with a standard Pelican product of comparable size and quality if no comparable limited-edition product is available at the time of a claim. TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER.

To make a warranty claim, the purchaser must complete the warranty claim form at <a href="mailto:pelican.com/claim">pelican.com/claim</a>. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates.

All warranty claims of any nature are barred if the product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

In Australia: The benefits provided to you under this warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (Cth) ("the Act"). Nothing in this warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a warranty claim, the purchaser must complete the warranty claim form at pelican.com/claim. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Pelican Customer Service prior to returning any product, and is responsible for paying for all warranty freight costs. If Pelican determines that any returned product is not defective, within the terms of this warranty, the purchaser shall pay Pelican all costs of handling, return freight and repairs at Pelican's prevailing rates. In the event that Pelican determines that any returned product is defective, within the terms of this warranty, Pelican shall pay the purchaser all reasonable costs of the purchaser in making claim under this warranty.