

# COMMAND GOBAG® Product Warranty

**IMPORTANT: READ THE FOLLOWING INFORMATION IN FULL BEFORE USING THE COMMAND GOBAG PRODUCTS.**

COMMAND GOBAG, offers its products with the terms, conditions and notices as follows. The following terms and conditions apply to all sales and uses. These terms and conditions include limited warranties and disclaimers of liabilities. Keeping, using or allowing the use of COMMAND GOBAG products or services indicates your agreement and/or the agreement of your agency to these terms.

## **WARNINGS:**

- The COMMAND GOBAG products are designed for adult use only.
- The COMMAND GOBAG products are intended to quickly establish incident command post or other emergency area to assist responding agents for the initial 12 hours while multiple agencies respond.

It should not be used for any purpose other than to quickly establish a highly visible incident response area. NEVER DRIVE WITH THE FLAG BANNER ATTACHED TO THE VEHICLE. The flag banner component in the COMMAND GOBAG is not designed for winds greater than 50 mph or outdoor use for more than 3 days.

## **LIMITED 1 YEAR WARRANTY**

COMMAND GOBAG has warranty policies in place to protect against manufacturing defects. Obvious manufacturing defects must be reported within 8 business days upon delivery and before the product is used. In certain instances, pictures sent via email will suffice for proof of manufacturing defects claim. If the item needs to be shipped back to COMMAND GOBAG for repairs, the customer will be responsible for shipment. Upon delivery, COMMAND GOBAG will inspect the product and if the claim is judged to be a manufacturing defect, the product will be repaired and/or replaced. The product will then be returned free of charge via standard ground shipping. Any expedited shipping and production charges are not covered by this warranty policy. Free replacement products will be shipped only after inspection of the damaged product.

If the claim is judged not to be a manufacturing defect, the customer will be informed. The customer is responsible for all costs, including those associated with shipping, if they choose to have us repair and/or replace the product. Claims not covered under the warranties include, but are not limited to:

- Failure to follow assembly instructions, warnings and/or disclaimers
- Normal wear and tear, including industry-standard fading
- Misuse and unauthorized alteration of product
- Loss, theft or vandalism
- Natural disasters, storms and strong winds
- Transportation damages
- Flags or hardware used with COMMAND GOBAG or hardware not sold or produced by COMMAND GOBAG

COMMAND GOBAG reserves the right to make final judgment on any warranty disputes, which includes final determination of the nature and cause of damage as well as final determination of warranty solution and response.

## **LIMITATION OF LIABILITY**

The remedy described above is the sole and exclusive remedy for claims related to the COMMAND GOBAG products. Except for the manufacturer's obligation to repair or replace the bag or defective part, neither the designer nor the manufacturer shall be liable to any user of this product on any basis whatsoever, regardless of whether the claim is in contract, tort (including negligence and strict liability) or any other theory, even if informed of the possibility of such damages and notwithstanding any failure of essential purpose of the exclusive remedy provided above. Owners and users of this product waive all express and implied warranties, including the warranty of merchantability and fitness for a particular purpose, except as otherwise prohibited by law.

In no event shall COMMAND GOBAG be liable for any direct, indirect, punitive, incidental, special consequential damages, to property or life, whatsoever arising out of or connected with the use or misuse of its products.

## **TERMS OF USE**

This product is offered to you dependent upon your acceptance without modification of the terms, conditions, and notices contained.

## **EXCLUSIVE OBLIGATION**

This product has been designed for the specific use of applications. This product may not be used for unlawful purposes and that use is expressly prohibited under the terms and conditions of its use.

## **USE LIMITATION**

You may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, any information, from the COMMAND GOBAG website or its products.

## **WARRANTY**

This product is only warranted against any manufactured defect as stated above for 1 year post purchase.

## **GUARANTEES**

No guarantees are given or implied to the product efficiency, product performance and production or its improvement.

## **HIGH RISK ACTIVITY**

Products sold by COMMAND GOBAG include equipment used in EXECUTION, preparation and training for emergency events, such as an active shooter incident. Such events are associated with a high level of risk. Risks include but are not limited to serious physical injury, disability and/or death. You participate in this activity at your own risk and hold COMMAND GOBAG harmless thereof.

## **ASSUMPTION OF RISK**

By buying, using, or allowing the use of COMMAND GOBAG products, you understand and agree that emergency events which these products are designed to help in preparation thereof, are high risk activities and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF COMMAND GOBAG, including but not limited to equipment malfunction from whatever cause, or any other fault of COMMAND GOBAG. Additionally, you agree to indemnify, defend, and hold COMMAND GOBAG harmless from any third party claims arising from such High Risk Activities or any other COMMAND GOBAG affiliated products.

## **OTHER STATEMENTS**

COMMAND GOBAG employees or representatives, ORAL OR OTHER WRITTEN STATEMENTS, DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by buyer, and is not part of the contract for sale or this limited warranty.

**ENTIRE OBLIGATION**

The TERM OF USE, WARRANTY AND DISCLAIMER document states the entire obligation of COMMAND GOBAG with respect to the products. If any part of this disclaimer is determined to be invalid, void, unenforceable or illegal, including, but not limited to the warranty disclaimers and liability disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effects.

**APPLICABLE LAW**

This disclaimer statement is governed by the laws of the United States of America. You hereby consent to the exclusive jurisdiction and venue of the Courts of the United States of America, in all disputes arising out of or relating to the use of this product. Use of this product is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

**MODIFICATION OF TERMS AND CONDITIONS**

COMMAND GOBAG reserves the right to change the terms, conditions, and notices under which their products are offered.

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