

1 YEAR LIMITED WARRANTY

1. EXPRESS LIMITED WARRANTY. Longship Armoury LLC (“Longship”) warrants that any goods supplied by it shall be free from defects in material and workmanship for one (1) year from the date of delivery. This EXPRESS LIMITED WARRANTY does NOT apply where there has been a failure of the goods due to improper use or breakage not due to defect. As an example, this EXPRESS LIMITED WARRANTY will NOT apply if the sword or knife is used to cut metal objects. Said EXPRESS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This exclusion applies to original and replacement goods. Sales representative of LONGSHIP are not authorized to make warranties about goods. Longship’ sales representatives’ ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not part of the contract for sale.

If Buyer believes it has purchased defective goods as described above, Buyer must notify Longship immediately in writing why Buyer believes the goods are defective. Longship may then request the Buyer to return the allegedly defective goods to Longship; have Longship’s representative inspect the goods at Longship’s address; and/or rely upon the information Buyer has provided to determine whether the goods are defective as described above. If any goods are proven to be defective as described above, then Longship will, at Longship’s sole discretion, either repair or replace the defective goods or issue to Buyer a credit equal to the price of the defective goods charged by Longship to Buyer. Said repair or replacement of defective goods or issuance of credit shall constitute fulfillment of all liabilities of Longship to Buyer with respect to, or arising out of, the goods, whether based on contract, negligence, strict tort or otherwise. Longship reserves the right to change design, color, models, and to discontinue the manufacture of any goods.

2. LIMITATION OF LIABILITY. Longship shall not under any circumstances be liable for incidental damages or for special or consequential damages. The remedies of Buyer set forth herein are exclusive, and the liability of Longship with respect to any contract or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sales, delivery, resale, or use of any goods covered by or furnished under this agreement, whether arising out of contract, negligence, strict tort, or under any warranty or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based. This limitation of liability applies to original and replacement goods.