

# INJECTION MOLDED CASES

## 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. 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 contact Pelican Products, Inc. at 23215 Early Avenue, Torrance, CA 90505 or [csrarranty@pelican.com](mailto:csrarranty@pelican.com), or by calling 1-800-473-5422. 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 contact Pelican Products Australia, Suite 2.33, West Wing, Platinum Bldg., Erina NSW 2250, Tel: +612 4367 7022. 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 Roto Molded cases or fabric portion of backpacks.

## ROTO MOLDED CASES

### 1 YEAR LIMITED WARRANTY

Pelican Products, Inc. ("Pelican") guarantees its rotationally molded products 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. 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 contact Pelican Products, Inc. at 23215 Early Avenue, Torrance, CA 90505, or [csrarranty@pelican.com](mailto:csrarranty@pelican.com), or by

calling 1-800-473-5422. 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 contact Pelican Products Australia, Tel: +61 (02) 4367 7022. To make a claim on a Pelican-Trimcast product, the purchaser must contact Pelican-Trimcast at 2 Forbes Close, Knoxfield, VIC 3180 Australia or [sales.trimcast@pelican.com](mailto:sales.trimcast@pelican.com) or by calling Tel. +61 (03) 9765-1500. 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™ SPACECASE™

### 3 YEAR LIMITED WARRANTY

Pelican Products, Pty. Ltd. ("Pelican") guarantees its Pelican™ Spacecase™ containers\* 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. 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 contact Pelican-Trimcast at 2 Forbes Close, Knoxfield, VIC 3180 Australia or sales.trimcast@pelican.com or by calling +61 (03) 9765-1500. 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.

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.

\*All other Pelican-Trimcast™ products are covered by Pelican's 1-Year Limited Warranty for Roto Molded Cases.

