

Limited Warranty

LIMITED WARRANTY. Milspport Medical Products, LLC (the “Company”) warrants that (a) its Products (the “Product”) will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt and (b) that the product will be free from defects in materials and workmanship under normal use and service for a period of one (1) year. In the event applicable law imposes any implied warranties, the implied warranty period is limited to ninety (90) days from the date of receipt. Some jurisdictions do not allow such limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. The Company’s and its suppliers’ entire liability and your exclusive remedy shall be, at the Company’s option, either (a) return of the price paid for the Product, or (b) repair or replacement of the Product that does not meet this Limited Warranty and which is returned to the Company with a copy of your receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

If you receive a defective product or experience problems with your product that fall Company’s Limited Warranty, you may process the return on our website and ship the defective product to our warranty department. First, browse to our [warranty return](#) page and fill out the form. Please include the following information in the message: Shipping address, Date of purchase and purchase location, Explanation of product defect.

Note: Your repair/exchange may not be processed if we do not have all your information.

You will then receive and email confirmation that your submission was received. Ship your defective product with this email and all the above-listed information **along with proof of purchase** to our warranty department. You are responsible for any costs associated with shipping your product to the Milspport warranty fulfillment center. The Company cannot be held responsible for products lost or damaged in transit. We recommend that you insure your package and use a shipper, such as UPS, FedEx, or USPS that allows you to track your package. Once the product is received, we will process your return and ship you a replacement product.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE AND ANY RELATED OR ACCOMPANYING WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

NO LIABILITY FOR DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE COMPANY’S AND ITS SUPPLIERS’ ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Please send returns and exchanges to:

Attn: Milspport Warranty dept.
Milspport Medical Products, LLC
1865 Kenmore Ave
Buffalo, NY 14217