

# **RETURNS & LIMITED WARRANTY POLICY**

This "Returns & Limited Warranty Policy" contains the ADC Solutions Offroad and Adventure, LLC.("PROJECT X") limited warranty ("Limited Warranty"), our return policy, and other information relevant to customers after purchasing PROJECT X's products ("PROJECT X Products"). By making a purchase of any PROJECT X Products, you agree to be bound by this Returns & Limited Warranty Policy. If you are not eligible or do not agree to any of the terms of this Returns & Limited Warranty Policy, do not use a PROJECT X Product. This Returns & Limited Warranty Policy is hereby incorporated into, and made a part of, PROJECT X's Terms of Use. Capitalized terms used but not defined in this Returns & Limited Warranty Policy have the meaning given to them in the Terms of Use. We urge you to read and become familiar with the Terms of Use as they may affect your legal rights.

THE RETURN POLICY IN SECTION 3 BELOW ONLY APPLIES TO PROJECT X **PRODUCTS PURCHASED DIRECTLY FROM PROJECT** X [(i.e. FROM WWW.PROJECTXOFFROAD.COM)]. IF YOU PURCHASED YOUR PROJECT X PRODUCT THROUGH A THIRD-PARTY AUTHORIZED RETAILER (AN "AUTHORIZED RETAILER"), ANY RETURN OF YOUR PROJECT X PRODUCT SHOULD BE MADE THROUGH SUCH AUTHORIZED RETAILER'S RETURN CHANNELS. PROJECT X WILL NOT DIRECTLY ACCEPT RETURNS OF PROJECT X PRODUCTS PURCHASED THROUGH AUTHORIZED RETAILERS. HOWEVER, THE BELOW POLICY SHALL APPLY TO WARRANTY CLAIMS FOR SUCH PROJECT X PRODUCTS PURCHASED THROUGH AUTHORIZED RETAILERS.

PROJECT X MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE PROJECT X PRODUCTS OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER SECTION 2 BELOW.

### 1.- Product Warnings

PLEASE REVIEW ALL OF THE PROJECT X PRODUCT WARNINGS FOR YOUR PROJECT X PRODUCT BEFORE USING THEM FOUND IN YOUR PROJECT X PRODUCT'S INSTRUCTION MANUAL. FAILURE TO COMPLY WITH THE PROJECT X PRODUCT WARNINGS WILL INVALIDATE THE BELOW LIMITED WARRANTY.

#### 2.- Limited Warranty

EXCEPT AS OTHERWISE SET FORTH HEREIN, PROJECT X PRODUCTS ARE SOLD ONLY WITH THE LIMITED WARRANTY DESCRIBED HEREIN. THIRD-PARTY PRODUCTS ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY, AND ARE SUBJECT ONLY TO THOSE WARRANTIES EXTENDED BY THE APPLICABLE THIRD-PARTY MANUFACTURERS OF SUCH PRODUCTS, IF ANY. EXCEPT WHERE PROHIBITED BY LAW OR AS OTHERWISE PROVIDED HEREIN, PROJECT X HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. PROJECT X PERSONNEL, SUPPLIERS, AND LICENSEES ARE NOT AUTHORIZED TO ALTER THESE WARRANTIES.

### 2.1.- Warranty Periods

Each PROJECT X Product shall have a limited warranty period ("Warranty Period") in accordance with Table 1 below:

Product	Warranty Period
Driving Lights	Lifetime Warranty on construction and workmanship.
Headlights	Lifetime Warranty on construction and workmanship.
Rock Lights	Lifetime Warranty on construction and workmanship.
Switch Boxes	1-year limited warranty against defects in material and workmanship for the original purchaser.
Blizzard Box	1-year limited warranty against defects in material and workmanship for the original purchaser.
Accessories	30 days against defects in material and workmanship for the original purchaser.
TYPE S Auto	1-year limited warranty against defects in material and workmanship for the original purchaser.

The applicable Warranty Period for each PROJECT X and TYPE S Auto Product commences on the date of original purchase by the first end-user of the PROJECT X and TYPE S Auto Product. Claims of defect brought after the applicable Warranty Period will not be covered by this Limited Warranty.

### 2.2.- Conditions of Limited Warranty

Provided the following conditions are met, if your new PROJECT X Product is found to be defective, PROJECT X will repair defects in your PROJECT X Product(s) (or replace such PROJECT X Product(s)) during the applicable Warranty Period, without charge for parts or labor:

All repairs must be performed by PROJECT X (e.g. if you, or someone else, have tampered with your PROJECT X Product, your Limited Warranty shall be void).

All claims under the Limited Warranty must be accompanied by a copy of the sales receipt, bill of sale, or other proof of purchase (collectively, your "Proof of Purchase").

The equipment must not have been altered or damaged through:

negligence, accident, improper operation or handling, neglect, tampering, abuse, unusual physical stress, or failure to follow the product instructions for installation, use, or care; incorrect or inadequate maintenance, cleaning, or care of the PROJECT X Product; or normal wear and tear of the PROJECT X Product.

Repair or replacement parts supplied by PROJECT X under this Limited Warranty are protected only for the unexpired portion of the original applicable Warranty Period.

This is a "repair or replace" Limited Warranty only, and does not cover costs related to the installation, removal or reinstallation of the PROJECT X Product.

Claims of defect brought after the applicable Warranty Period will not be covered by this Limited Warranty.

This Limited Warranty extends only to the original purchaser of the applicable PROJECT X Product.

PROJECT X will not be responsible under this Limited Warranty or otherwise for defects or damage caused by any ancillary equipment not furnished by PROJECT X which is attached to or used in connection with the PROJECT X Product(s), and all such equipment is expressly excluded from this Limited Warranty, regardless if such damage is caused by use in connection with the PROJECT X Product(s).

This Limited Warranty does not extend to consumable parts, such as batteries, or any third-party products that buyer may use or purchase in conjunction with the PROJECT X Products.

This Limited Warranty does not cover the cost of shipping outside of North America (however shipping within North America shall be at no cost to the customer).

## 2.3.- How to Make a Claim under the Limited Warranty

PLEASE KEEP THE BOX THAT YOUR PROJECT X PRODUCT ARRIVED IN, ALONG WITH ALL ORIGINAL PACKAGING. IF YOU NO LONGER POSSESS THE ORIGINAL PACKAGING, YOU MAY SEND BACK THE PROJECT X PRODUCT IN YOUR OWN PACKAGING, PROVIDED IT IS ABLE TO SAFELY SECURE THE PROJECT X PRODUCT IN TRANSIT. HOWEVER, YOU MAY BE DISQUALIFIED FROM COVERAGE UNDER THIS LIMITED WARRANTY IF YOUR PROJECT X PRODUCT ARRIVES AT PROJECT X'S WAREHOUSE WITH DAMAGE RESULTING FROM SHIPPING.

To make a claim under this Limited Warranty, you must contact us within the Warranty Period, and you will need to provide a valid Proof of Purchase. To begin making a warranty claim, please contact PROJECT X by emailing info@projectxoffroad.com, or calling 1-866-294-9244 during PROJECT X 's regular business hours (Monday through Friday 8:00 am to 5:00 pm PST).

We may be able to, but are not obligated to, service your PROJECT X Product or resolve your problem remotely through our after-sale customer service. Please contact us by emailing info@projectxoffroad.com, or calling 1-866-294-9244 during PROJECT X's regular business hours (Monday through Friday 8:00 am to 5:00 pm PST) so that we can, in our discretion, attempt to diagnose and resolve the problem remotely.

If PROJECT X determines that your identified defect may be covered by this Limited Warranty, PROJECT X will issue you a return material authorization ("RMA"), and you must then return the PROJECT X Product in question to PROJECT X using the instructions provided with such RMA and pre-paid shipping label to be provided by PROJECT X with the RMA. PROJECT X is not liable for PROJECT X Products that are damaged or lost in transit if you fail to follow PROJECT X's shipping instructions. PLEASE SHIP YOUR PROJECT X PRODUCT TO PROJECT X IN ITS THE ORIGINAL PACKAGING. IF YOU NO LONGER POSSESS THE ORIGINAL PACKAGING, YOU MAY SEND BACK THE PROJECT X PRODUCT IN YOUR OWN PACKAGING, PROVIDED IT IS ABLE TO SAFELY SECURE THE PROJECT X PRODUCT IN TRANSIT. HOWEVER, YOU MAY BE DISQUALIFIED FROM COVERAGE UNDER THIS LIMITED WARRANTY IF YOUR PROJECT X PRODUCT ARRIVES AT PROJECT X'S WAREHOUSE WITH DAMAGE RESULTING FROM SHIPPING.

If PROJECT X, in its reasonable discretion, determines that a PROJECT X Product has a defect in materials or workmanship covered by this Limited Warranty, PROJECT X shall, at its option, repair or replace the defective PROJECT X Product at no cost to you (other than the cost of shipping outside of North America, which shall be your responsibility).

If identical materials are not available at the time of repair or replacement, PROJECT X may, at its option, substitute materials of comparable quality or provide you with a refund of the purchase price for your PROJECT X Product as set forth on your Proof of Purchase (excluding any shipping costs paid by you for your original purchase). PROJECT X will endeavor to provide you with the repair and/or replacement services offered hereunder within a reasonable period of time. Your sole and exclusive remedy for damage or defect covered by this Limited Warranty, and our sole and entire liability is for us to repair the damage or defect, which may require us to replace certain parts, or replace the PROJECT X Product (in each case, as set forth herein). Please note that replacement parts provided by PROJECT X may not be new, but they will be in good working order and at least functionally equivalent to the original PROJECT X Product or part. Replacement parts may come with different serial numbers. If you would not like us to repair your PROJECT X Product and prefer to return it for a refund, please see our return policy below, noting that we only accept returns within sixty (60) days of your receipt of the PROJECT X Product. Repaired PROJECT X Products are warranted as above for the remainder of the Warranty Period that applied to the original Product.

SHOULD YOU HAVE ANY QUESTIONS ABOUT SERVICE RECEIVED OR IF YOU WOULD LIKE ASSISTANCE IN OBTAINING SERVICE, PLEASE CALL TOLL FREE 1-866-294-9244 DURING REGULAR BUSINESS HOURS MONDAY THROUGH FRIDAY 9:00 AM TO 5:00 PM PST OR EMAIL US AT INFO@PROJECTXOFFROAD.COM.

#### 3.- Returns Policy

If you are not satisfied with your PROJECT X Product that was purchased directly from PROJECT X, you may return your PROJECT X Product within the first sixty (60) days following your receipt of the PROJECT X Product for a refund, subject to the terms and conditions of this return policy.

PLEASE KEEP THE BOX THAT YOUR PROJECT X PRODUCT ARRIVED IN, ALONG WITH ALL ORIGINAL PACKAGING. IF YOU NO LONGER POSSESS THE ORIGINAL PACKAGING, YOU MAY SEND BACK THE PROJECT X PRODUCT IN YOUR OWN PACKAGING, PROVIDED IT IS ABLE TO SAFELY SECURE THE PROJECT X PRODUCT IN TRANSIT. HOWEVER, WE MAY NOT ACCEPT YOUR RETURN, AND YOU MAY BE DISQUALIFIED FROM COVERAGE UNDER THE LIMITED WARRANTY, IF YOUR PROJECT X PRODUCT

#### ARRIVES AT PROJECT X'S WAREHOUSE WITH DAMAGE RESULTING FROM SHIPPING.

Except for returns of PROJECT X Products covered under the Limited Warranty, all other returns must be made within sixty (60) days of your receipt of the PROJECT X Product. To initiate a return, please submit a return request here and we will issue you a RMA number and a pre-paid shipping label. Upon our receipt of the PROJECT X Product at our warehouse, we will inspect the PROJECT X Product and, if eligible, process the return. Please allow at least 10 business days for the refund to be credited to you. Although PROJECT X shall refund your purchase price upon your return of an eligible PROJECT X Product in accordance with these conditions, PROJECT X shall not refund to you any shipping costs that you paid for your original purchase, if any.

We do not permit returns in the following situations:

If your PROJECT X Product is damaged during shipping to PROJECT X if you did not return the PROJECT X Product in its original box and packaging;

If you fail to return the PROJECT X Product with all of its original accessories and attachments;

If you do not include legal Proof of Purchase with your return;

If the PROJECT X Product is no longer in new or like-new condition, or, if damaged, you do not provide proof that the damage occurred in transit;

If your PROJECT X Product is damaged or defective and is not covered by the above Limited Warranty; or

If any product labels, serial numbers, waterproof marks, etc. on the PROJECT X Product show signs of tampering or alteration.

You agree and understand that it is necessary for PROJECT X to collect, process and use your data to perform the services offered hereunder. PROJECT X may contact you to inquire about your satisfaction with our service or to notify you about any PROJECT X Product recalls or safety issues. Please see our Privacy Policy for more information about how we treat your data.

https://projectxoffroad.com/pages/returns-warranty