

Limited Warranty

WARNING – AVOID HAZARDOUS SITUATIONS !

The Blast & Fragment Resistant Combat Boot is warranted to the direct purchaser of the product from BfR (and not any third party) to be free from significant defects in workmanship and materials at the date of purchase of the product and prior to use, such date is to be evidenced by receipts or other documentation. Any claims in respect of the product shall be made in writing prior to use of the product and within 10 days of delivery of the product.

The Blast & Fragment Resistant Combat Boot is designed to offer a measure of protection against anti-personnel landmines. **No claim is made that injury will not occur if the wearer is exposed to anti-personnel landmines. Severe injury of some sort (and probably death) will, in fact, almost certainly occur. Thus, you should always exercise extreme caution and follow standard military safety procedures at all times.** The Blast & Fragment Resistant Combat Boot is **NOT** “Anti-Personnel Landmine Proof” and cannot make the wearer immune to all potential threats.

UNDER NO CIRCUMSTANCES SHOULD ANYONE INTENTIONALLY OR DELIBERATELY STEP ON AN ANTI-PERSONNEL LANDMINE OR OTHER HAZARDOUS MATERIAL TO TEST THE STRENGTH OF THE BLAST & FRAGMENT RESISTANT COMBAT BOOT. IF YOU BELIEVE THERE ARE ANTI-PERSONNEL LANDMINES IN AN AREA , YOU SHOULD HAVE A PROPERLY TRAINED AND OFFICIALLY SANCTIONED PERSON FIND AND DESTROY OR DEACTIVATE THOSE ANTI-PERSONNEL LANDMINES.

Do not modify your Blast & Fragment Resistant Combat Boot and do not use it if the leather shell has been broken, damaged, or otherwise interrupted, or if the Blast & Fragment Resistant Combat Boot is damaged in any way.

Factors that contribute to the deterioration of the Blast & Fragment Resistant Combat Boot are direct ultra-violet rays from exposure of the sole system and the protection system to for example sunlight and exposure to bleach and chemicals, and any other abuse of the Blast & Fragment Resistant Combat Boot. It is recommended that the boot be replaced after 1 year or when any part of the rubber sole wears out, whichever occurs earlier.

The warranty of this Blast & Fragment Resistant Combat Boot shall immediately be terminated and of no effect should the Blast & Fragment Resistant Combat Boot be used, or damaged through neglect or abuse.

BfR does not guarantee any user of the product against any personal injury/ies or damage/s of any kind. BfR shall not be responsible or in any way be liable for any loss, damage, claim or liability arising from the death or personal injuries to any person using the Blast & Fragment Resistant Combat Boot or as a result of the use of the Blast & Fragment Resistant Combat Boot. The limitations in this document shall not exclude liability (if it would otherwise but for this document have arisen) for death or personal injuries resulting from the negligence (as defined in section 7 of the Control of Exemption Clauses Ordinance) of BfR.

Except as specified herein, BfR makes no warranties express or implied, and specifically disclaims any warranty as to merchantability or fitness for a particular purpose. Customer’s right to recover damages caused by fault or negligence on the part of BfR shall therefore be limited to the amount paid. BfR will not be liable for damages resulting from loss of profits, use of products, or incidental or consequential damages, even if advised of the possibility thereof. This limitation of the liability of BfR will apply regardless of the form of action, whether in contract, or tort, including negligence. BfR’s Terms and Conditions of Sale from time to time shall take precedence over this document in case of any matters covered in such Terms and Conditions of Sale and not covered herein and/or any inconsistency between such Terms and Conditions of Sale and this document.

The terms and conditions of this warranty shall be contained exclusively in this document and no other representation or provision, either written or otherwise, regardless of the origin of the same, shall be accepted as either adding or substituting from or otherwise affecting these terms and conditions.

This document shall be governed by and construed in accordance with the laws of Hong Kong.

Any damages under this limited warranty shall be limited to the replacement of any defective Blast & Fragment Resistant Combat Boot, or to a refund of the dollar amount (net of any transport or other costs) paid by the Customer at the sole option and discretion of BfR. Provided for the avoidance of doubt that save for placing a cap on liability the foregoing shall not influence any assessment of liability or of damages, that is , any assessment as to whether there is any liability and if so whether damages may be some lesser amount than the amount so paid. BfR's decision on all questions relating to complaints on defects covered under the warranty shall be final and conclusive and the Customer shall agree to abide by such decision. Any Blast & Fragment Resistant Combat Boot that has been replaced shall become the property of BfR.