



Phalanx International, LLC  
207 MARKET STREET  
FAIRMONT, WV 26531 USA  
(304) 504-2214  
[warranty@phalanxgear.com](mailto:warranty@phalanxgear.com)  
[www.PhalanxGear.com](http://www.PhalanxGear.com)

## **PHALANX INTERNATIONAL, LLC 5-Year Limited Warranty**

**You are relying on your armor to protect you, so we take extraordinary steps to ensure that it will.**

Subject to the limitations set forth herein, PHALANX INTERNATIONAL LLC (“PHALANX”) warrants to the original end-user purchaser (“Original Purchaser” or “You”) that for five (5) years after the date of purchase, its products, to include ballistic helmets, ballistic plates & other ballistic armor (the “Product”) will meet the ballistic performance requirements set forth on the label of the Product. The Product complies with the National Institute of Justice’s (NIJ) Ballistic Resistance Standards in effect on the date of manufacture of the Product, as follows:

### **Ballistic Armor: NIJ Standard 0106.01**

PHALANX warrants that, for a period of 5 years after the date of purchase, the materials (“Materials”) and workmanship of the Product shall be free from defects, considering environmental conditions consistent with the applicable NIJ standards. Materials apply only to the ballistic composite, not to include paint, water transfer, night vision mounts, hardware, suspension systems, fabric, clothe, hook & loop materials, pads, chinstraps, etc . Warranty specifically covers the ballistic materials only.

All accelerated aging tests of these Products indicate that the Materials will withstand the test of time. Your job requires confidence in your equipment. To maintain that, PHALANX will periodically perform ballistic testing to ensure performance against penetration of the rounds in the applicable NIJ Standard for the Product, as set forth above. If at any time PHALANX, at its sole discretion, determines that the Product will not resist penetration, PHALANX will notify the Original Purchaser and provide a store credit equivalent to the greater of the straight-line depreciated value of the product over the industry-standard five year life or 20% of the original purchase price toward new purchase of any Product. PHALANX views this unprecedented Limited Warranty as a relationship to maintain communication with you about your equipment’s performance.

Misuse or abuse of the Product will void the Limited Warranty. PHALANX will, in its sole discretion, make this determination. This Limited Warranty shall be null and void and shall not apply if the Product, in PHALANX’s sole judgment and discretion, has been subjected to misuse, abuse, accident, alteration, breakage, damage, unauthorized repair or service, or improper care of the Product, but excluding damage or breakage of the Product incurred due to the Product's intended use in the line of duty as determined by PHALANX in PHALANX’s sole discretion. Intentionally shooting or testing of the Product in any capacity will void the Limited Warranty.



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**If your armor Product is shot or fraged in the line of duty and Your Product is damaged, PHALANX will replace it free of charge.** (A copy of the applicable police report or declassified after action report is required. No exceptions!)

In the event that PHALANX determines that the Product is defective during an applicable Limited Warranty period, PHALANX shall (at its election) replace, repair, or issue a pro-rated purchase price credit for such Product. Any claim under this Limited Warranty must be delivered to PHALANX at its address listed above within ten (10) days following the date of delivery or, for latent defects, within ten (10) days following discovery of such defect. All returns shall be made to PHALANX's warehouse and must include (1) proof of issue / purchase, and (2) documentation specifying the claimed defect and all relevant supporting information. A Return Authorization Number (RAN) must be obtained from PHALANX prior to returning the product. Shipping, handling, and repair costs may be charged to the Original Purchaser if in PHALANX's sole discretion, the Product has been misused in any way. PHALANX will estimate such cost and proceed based solely on the Original Purchaser's approval at the time of return.

This is a LIMITED WARRANTY and is the sole and exclusive warranty for the Product. This Limited Warranty is given only to the Original Purchaser, and to no other person or entity. In order to receive this Limited Warranty, the original Purchaser must register its Product by printing and mailing PHALANX's warranty card found under the warranty section of PHALANX's website. This must be completed within 15 days of purchase. Post mark on envelope will serve as official certification of date mailed.

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

PHALANX AND ITS RESELLERS AND DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. This Limited Warranty shall not be expanded in scope by any representation, description, course of dealing, course of performance, usage of trade, or otherwise.

YOUR EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM ARISING OUT OF A PRODUCT DEFECT, MALFUNCTION, OR FAILURE OF PERFORMANCE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL BE THE REPAIR OR REPLACEMENT OF, OR, IN PHALANX'S SOLE DISCRETION, A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR, THE PRODUCT DETERMINED BY PHALANX TO BE DEFECTIVE. PHALANX SHALL NOT BE OBLIGATED TO PROVIDE ANY REMEDY IF YOU HAVE NOT NOTIFIED PHALANX IN WRITING OF SUCH DEFECT DURING THE RELEVANT WARRANTY PERIOD. IN NO EVENT SHALL PHALANX'S LIABILITY FOR ANY CLAIM BE GREATER THAN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT.



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IN NO EVENT SHALL PHALANX BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, OR ANY OTHER INDIRECT LOSSES, DAMAGES, OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.\*

*\* Some states do not allow 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 also have other rights which vary from state to state.*

PHALANX AND YOU KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS LIMITED WARRANTY. This Limited Warranty is applicable only in the United States of America. This Limited Warranty shall be construed, and the respective rights of You and PHALANX shall be determined, according to the laws of the State of West Virginia, without regard to choice of law or conflicts principles of West Virginia or any other jurisdiction; the courts of West Virginia shall have exclusive jurisdiction over any disputes or issues arising under these Terms and Conditions; and the parties submit to the exclusive venue of the courts of Monongalia County, West Virginia.

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INTERNATIONAL, LLC  
**REGISTRATION FORM FOLLOWS.**



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## 5-YEAR LIMITED WARRANTY REGISTRATION

Today's Date :

Order No. :

Where Purchased :

Order Date :

Purchaser :

Telephone No. :

Fax No.:

Email :

Address : BALLISTIC ARMOR MANUFACTURE

Full Part No.	Ballistics Serial No.	Date of Manufacture

(For registration of more than 5 ballistic products please use additional registration forms.)

Signature of Purchaser :

**Please Note:** Complete this form and return it via US Postal mail to Phalanx International, LLC 207 Market Street, Fairmont, WV 26531 USA within 15 days of purchase of your ballistic product(s). Failure to do so will null and void any and all warranties.

**For Internal Use Only:**

Post Marked Date :

Date Received :

Received By :

Remarks: