

Pelican BioThermal™ Packaging Solutions

Limited Guarantee of Excellence

Pelican BioThermal, LLC ("Pelican BioThermal") guarantees its Pelican BioThermal™ packaging solutions as follows:

- Pelican BioThermal's Crēdo™ products are guaranteed against breakage or defects in workmanship for 90 days from the date of delivery.
- All other Pelican BioThermal products are guaranteed against breakage or defects in workmanship for 90 days from delivery or first use, whichever occurs first.

To the extent permitted by law, Pelican BioThermal's liability is limited to the Pelican BioThermal packaging solution and not its contents.

Compliance with all regulatory requirements regarding labeling, transport, worker safety, training, or hazardous materials including but not limited to radioactive materials, are the sole responsibility of the purchaser or the person offering the contents for transport and not Pelican BioThermal. No warranty as to compliance with any such regulatory requirements is intended or implied.

Pelican BioThermal will either repair or replace any defective part at our sole option. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE PURCHASER.

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; AND (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HERBY DISCLAIMED AND EXCLUDED.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PELICAN BIOTHERMAL 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, nor shall Pelican BioThermal's liability to the purchaser for damages hereunder exceed the purchase price of the Pelican BioThermal packaging solution in respect of which damages are claimed.

To make a warranty claim, the purchaser must contact Pelican BioThermal at order@Pelicanbiothermal.com, or by calling 1-877-537-9800 and speaking to the Customer Service Department. Any warranty claims shall be made by the purchaser as soon as practicable. If Pelican BioThermal determines that any returned packaging solution is not defective within the terms of this warranty, the purchaser shall pay Pelican BioThermal all costs of handling, return freight and repairs at Pelican BioThermal's prevailing rates.

All warranty claims of any nature are barred if the Pelican BioThermal packaging solution has been altered, in any way physically changed, or damaged as a result of abuse, misuse, excessive wear and tear, negligence, accident, or (if applicable) improper installation.

Some states 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. This guarantee does not affect those rights.

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). Nothing in this warranty limits the rights or obligations of a party under provisions of the Competition and Consumer Act 2010 (Cth) 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 Competition and Consumer Act 2010 (Cth), then your rights may be limited. To make a warranty claim, the purchaser must contact Pelican BioThermal at order@Pelicanbiothermal.com, or by calling 1-877-537-9800 and speaking to the Customer Service Department. Any warranty claims shall be made by the purchaser as soon as practicable. If Pelican BioThermal determines that any returned packaging solution is not defective, within the terms of this warranty, the purchaser shall pay Pelican BioThermal all costs of handling, return freight and repairs at Pelican BioThermal's prevailing rates. In the event that Pelican BioThermal determines that any returned packaging solution is defective, within the terms of this warranty, Pelican BioThermal shall pay the purchaser all reasonable costs of the purchaser in making a claim under this warranty.