

READ BEFORE USE – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

WARNINGS/INSTRUCTIONS · Read and follow all operating instructions of all manufacturer specifications to be sure the product is used within the maximum limits.

Use only manufacturer recommended compatible component parts and/or equipment.

Carefully examine the parachute before each use for any tears or other defects. If there are any issues, have these fixed before use, or do not continue use.

Examine all other recovery gear such as shock cords, harnesses, and deployment bags that they are in good working order.

For primary recovery parachutes, do not exceed the recommended or stated forces, recovery weight capacity, or deployment velocity. Maximum parachute recovery weight is stated as the parachute capacity at 20fps plus 25% additional margin.

For the primary recovery parachute (not drogue chute), the maximum recommended deployment velocity (D) is:

- For chutes from 12" – 36", D is 250fps;
- For chutes from 42" to 72", D is 180fps;
- For chutes from 84" to 120", D is 150fps;
- For chutes from 144" to 192", D is 120fps;
- For chutes above 192", D is 100fps;

Check and double check that all connections between equipment, the recovery load, and the parachute are secure.

Fruity Chutes Inc. (FCI) recommends only the use of properly rated Stainless Steel Quick Links for the main chute recovery harnesses. The working load rating on the link should be at least 30x the recovery weight.

FCI discourages the use of knots in shock cords or harnesses, as sewn cords are much stronger and more reliable.

Review all procedures before each use. Know and examine your equipment before each use.

Never attempt to use equipment packed, prepared, or assembled by any other than a trusted and known 3rd party.

Failure to activate the parachute recovery system at a safe altitude can result in serious property damage, injury or even death.

FAILURE TO FOLLOW ALL WARNINGS AND INSTRUCTIONS AND REQUIRED PROCEDURES MAY RESULT IN SERIOUS PROPERTY DAMAGE, INJURY, OR EVEN DEATH.

FRUITY CHUTES WARRANTY

2-YEAR LIMITED WARRANTY: Fruity Chutes Inc. (FCI) manufactures the finest small to midsized parachute systems in the world. Accordingly, subject to the Terms & Conditions set forth below, FCI warrants that its parachute systems are free from defects in materials, workmanship and design for a period of two years from the date of manufacture.

Terms & Conditions of Warranty:

(1) This warranty excludes any condition that (in the sole opinion of FCI) has resulted from misuse, abuse, modification, improper maintenance, neglect, UV exposure, damage from aircraft or other airframe parts and/or any other condition that is outside the realm of normal usage. This includes ballistic deployment or other high speed deployments that are outside the normal and reasonable usage of the chute. In addition, usage of this product in a manner that violates state or federal law is a misuse of the product and voids all warranties, express or implied. FCI shall not be liable in any manner whatsoever for damages related to the use of this product in an illegal manner.

(2) This warranty excludes any condition related to color fastness, fading and/or the matching of any particular lot of materials with any other.

(3) Regarding pre-sales consultation on particular product selection, consultations are provided free of charge and solely on a best effort basis. The buyer is responsible to take ultimate responsibility for his/her product selection.

(4) All FCI products have been sample tested to meet advertised performance standards. However, since FCI does not control the conditions of usage, this warranty specifically excludes any guarantee, express or implied, that a parachute system will perform properly in any specific application or particular use. The buyer must perform proper testing and inspections to ultimately determine the product's fitness for their particular application.

(5) FCI may provide parachutes pre-packed in deployment bags or canisters. FCI MAKES NO GUARANTEE or WARRANTY (IMPLIED or EXPRESS) THAT THE PARACHUTE IN THESE CASES WILL PROPERLY DEPLOY OR OPEN. THE CUSTOMER ACCEPTS ALL RISKS FOR THE USE OR PRODUCTS THAT ARE PREPACKED.

(6) FCI CO2 systems and Recovery Bundles are provided as *is* and the user must determine all aspects of suitability for his/her application. FCI CO2 systems and Recovery Bundles must be installed correctly and tested before use. Even then, non-defect related problems with deployment can occur.

(7) This warranty is effective ONLY when the product is used in accordance with the manufacturer's instructions and within the stated and/or operating limits regarding maximum opening airspeed and maximum gross weight for the lowest rated component of each assembly. Failure to follow the above WARNINGS/INSTRUCTION for the use of the product voids any and all warranties.

(8) THE WARRANTIES AND AGREEMENTS HEREIN SET FORTH ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND AGREEMENTS, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

(9) Buyer's sole and exclusive remedy for any breach of warranty is limited to repair or replacement of the FCI product deemed to be defective.

(10). LIMITATION OF AVAILABLE DAMAGES: FCI shall have no liability for any incidental, consequential or punitive damages.

(11). FCI Parachutes Are Not Certified For Human Use. FCI Parachutes Are Not FAA Certified.

RELEASE OF LIABILITY AND INDEMNIFICATION

EXPRESS DISCLAIMER, WARRANTY VOID:

FCI parachutes are not designed for human use. Use of this product for any manned crafts or for other human use/deployment is a misuse of the product and VOIDS ALL WARRANTIES, EXPRESS AND/OR IMPLIED.

RELEASE OF LIABILITY AND INDEMNIFICATION:

BUYER RELEASES FRUITY CHUTES FROM ALL LIABILITY for any and all claims, damages, losses and/or causes of action arising from or in any way connected to its use of the product. This RELEASE includes claims for the negligence of FCI. This RELEASE does not extend to claims or liabilities that California law does not permit to be excluded by agreement.

BUYER FURTHER AGREES THAT IT SHALL DEFEND AND INDEMNIFY FCI against all claims, causes of action, damages, judgments, cost, or expense, including attorney's fees and other costs, which may in any way arise from or be connected to Buyer's use of the product.

September 20, 2019