

## AVON PROTECTION SYSTEMS

### ALL PRODUCTS WARRANTY

1. Avon Protection Systems (being Avon Protection Systems, Inc., and Avon Polymer Products Limited) warrants to the Customer that on delivery and for the applicable period pursuant to the table provided in Exhibit A attached (the "Warranty Period") from the date of delivery, except where stated differently in the Contract (e.g. purchased extended warranty), the Goods will be free from defects in workmanship and materials when operated in accordance with applicable instructions and training, and will conform to Avon's specifications, drawings and performance requirements incorporated in the Contract. Consumables, parts or accessories that have a limited shelf life or that are expended in normal use, such as filter cartridges and batteries, are not covered by this warranty. Avon has and will transfer to the Customer ownership and good title to the Goods delivered, free of all liens, encumbrances, and rights of third parties (except those created by Avon). **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**
2. Unless otherwise specifically stated in the Contract, Avon does not warrant the Goods for their fitness for any particular purpose. Subject as expressly provided in these provisions, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by Law. Avon shall be under no liability in respect of any non-conformity or defect in the Goods:-
  - (a) which arises from reasonable wear and tear, wilful damage, use by unauthorized or inexperienced personnel, negligence, abnormal working conditions, failure to follow Avon's instructions (whether oral or in writing), misuse, or alteration or repair of the Goods without Avon's approval; or
  - (b) which is not notified to Avon promptly after such non-conformity or defect is discovered by or notified to the Customer.
3. The Customer shall ensure that the Goods shall only be used in accordance with the instruction manuals, technical bulletins, and any training supplied by Avon or its authorized representative, together with any warning fitted to the Goods. The Customer shall ensure that Goods supplied for ultimate use by non-English speaking end-users shall only be supplied with both the warning fitted to the Goods and the instruction manual translated into the language that will be understood by any such user. In the event of any conflict between the original English version of such materials and any translation of these documents, the English version shall prevail.
4. Customer's sole remedy for Goods that do not conform to the warranty in Paragraph 1 will be to reject such non-conforming Goods within 30 days after such non-conformity or defect is discovered by or notice of such defects is provided to the Customer, and to require Avon, at Avon's sole discretion and expense, to either repair or replace the non-conforming Goods. To the fullest extent possible, Buyer will provide Avon with access to any available warranty data related to the Goods and any available field-returned Goods. Buyer will also provide Avon with an opportunity to participate in any root cause analysis performed by Buyer concerning the Goods.
5. Prior to initiating the return of any Goods, for any reason, Avon Customer Service must be contacted in advance for authorization. Avon will provide the Customer with a return Authorization number which must be clearly marked on the shipping containers. Avon reserves the right to level a returns charge should the stated process not be followed or the Goods are not returned within the Warranty Period.
6. All Goods are inspected by Avon prior to despatch and should be examined by the Customer immediately upon receipt. The carton or packing crate should be examined for any signs of damage and the delivery note endorsed accordingly. If inspection is not possible at this stage, the Goods should be signed for as "unexamined". The Goods must then be unpacked with minimum delay and, after inspection for damage a functional test, if applicable, should be performed by

switching on the Goods with a fully charged Battery. Should damage in transit be suspected, the original packing materials should be retained to be returned with the Goods. If the Goods have been damaged in transit, please notify Avon Customer Service as stated in paragraph 5 above within seven (7) days of receipt to confirm insurance responsibility during transit. If Avon was responsible for transit insurance, Avon will initiate any applicable insurance claims and arrange for the return of the Goods to Avon for applicable repair or replacement.

7. The following additional conditions of warranty apply: (a) The Goods have been supplied directly by Avon or an Avon authorized distributor, representative, or other selling mechanism authorized by Avon; (b) the Goods have been serviced by Avon authorized service personnel; (c) the decision by Avon on the cause of the failure and on the value and form of any applicable allowances or remedies are accepted by the Customer; (d) the right of access to Goods for the purpose of checking operating conditions is granted to any representative of Avon where Avon may so require; and (e) the Goods are withdrawn from service as soon as possible after the alleged failure has occurred.
8. Avon reserves the right, on giving prior notice to the Customer through any reasonable means, to make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory requirements and which do not materially affect their quality or performance.
9. Avon shall not be liable in any event for any loss of anticipated revenue or savings, loss of profits, loss of business opportunities, loss of goodwill or damage to reputation or any indirect, special or consequential loss or damage, costs, expenses or other such claims for compensation whatsoever. No agreement varying or extending the foregoing warranties, remedies or limitation will be binding upon Avon Protection Systems unless in writing and signed by a duly authorized officer of one of the above listed companies.

**EXHIBIT A  
AVON PROTECTION SYSTEMS  
PRODUCT WARRANTY PERIODS**

| System Description   | Backframe                                       | Textiles/Straps<br>Workmanship | Rubber/Elastomers | Pneumatics | Other<br>Functionality | Electronics |
|--|---|--------------------------------|-------------------|------------|------------------------|-------------|
| Supplied Air   |   |                                |                   |            |                        |             |
| DeltAir  | 15 Years  | 15 Years                       | 15 Years          | 15 Years   |                        | 15 Years    |
| Viking Z Seven   | 15 Years  | 15 Years                       | 15 Years          | 15 Years   |                        | 10 Years    |
| Viking<br>DX/DXL(discontinued<br>)                                       | 15 Years  | 15 Years                       |                   | 15 Years   |                        | 1 Year      |
| Vanguard, Magnum,<br>Ranger<br>(discontinued)                            | Discontinued - no longer covered under warranty |                                |                   |            |                        |             |
| Frontier   | 3 Years   | 3 Years                        |                   | 3 Years    |                        |             |
| nVision Series<br>Thermal Imagers and<br>all thermal imager<br>batteries |   | 1 Year                         | 1 Year            |            | 1 Year                 | 1 Year      |
| Argus Thermal<br>Imagers and<br>accessories                              |   | 2 years                        |                   |            | 2years                 | 2 years     |
| Echo Series Products   |   |                                |                   |            |                        | 1 Year      |
| ARAP   | 1 Years   | 1 Years                        | 1 Years           | 1 Years    |                        |             |
| EEBA   | 1 Year  | 1 Year                         | 1 Year            | 1 Year     |                        |             |
| Air Source One (AS-1)  | 3 Years   | 3 Years                        |                   | 3 Years    |                        |             |
| Rescuer (RIT, RIC,<br>RIT/RIC)   | 3 Years   | 3 Years                        |                   | 3 Years    |                        |             |
| AtlantAir  | 5 Years   | 5 Years                        | 5 Years           | 5 Years    |                        | 1 Years     |
| Z3000  | 15 Years  | 15 Years                       | 15 Years          | 15 Years   |                        |             |
| EEBD (ER-2)  |   | 15 Years                       | 15 Years          | 15 Years   |                        |             |
| Z3100  | 15 Years  | 15 Years                       | 15 Years          | 15 Years   |                        | 1 Year      |
| PAPR (ST-PAPR or<br>C420)  |   | 18 Months                      | 18 Months         | 18 Months  |                        | 18 Months   |
| Avon EZAir   |   | 18 Months                      | 18 Months         | 18 Months  |                        | 18 Months   |
| ST53 LD or SD<br>(excludes mask)   | 3 Years   | 3 Years                        |                   | 3 Years    |                        |             |
| Optics/Vision  |   |                                |                   |            | 18 Months              |             |
| C50  |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| PC50   |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| HM50   |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| FM53, FM50, FM51   |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| Flexible APR   |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| FM12   |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| Hoods, NH15 (in<br>storage)  |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| FM53 Hood (in<br>storage)  |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| Tactical Hood (in<br>storage)  |   | 18 Months                      | 18 Months         | 18 Months  |                        |             |
| Filter Canisters   |   |                                |                   |            | 18 Months              |             |
| Communications   |   |                                |                   |            |                        | 18 Months   |
| Carriers (soft goods)  |   | 18 Months                      |                   |            |                        |             |

|  |        |        |        |          |        |         |
|--|--------|--------|--------|----------|--------|---------|
| Rechargeable Batteries                       |        |        |        |          |        | 90 Days |
| Consumables - COTS Batteries                 |        |        |        |          |        | None    |
| Battery Chargers                             |        |        |        |          |        | 1 Year  |
| Hard Case                                    |        |        |        |          | 1 Year |         |
| Hydration - Camelback                        |        |        |        |          | 1 Year |         |
| Water Bottles                                |        |        |        |          | 1 Year |         |
| Canteen Caps                                 |        |        |        |          | 1 Year |         |
| Cylinders (aluminum or composite)            |        |        |        | 15 Years |        |         |
| Polyurethan Tanks                            |        | 1 Year | 1 Year |          |        |         |
| Nitrile Tanks                                |        | 1 Year | 1 Year |          |        |         |
| Berm Liners                                  |        | 1 Year | 1 Year |          |        |         |
| Rubber Components                            |        | 1 Year | 1 Year |          |        |         |
| Mask Dryers                                  |        |        |        |          | 1 Year |         |
| General spares                               |        |        |        |          | 1 Year |         |
| Special Equipment and items not listed above | 1 Year | 1 Year | 1 Year | 1 Year   | 1 Year | 1 Year  |

NOTES:

- The Warranty Period can be extended for some products through the purchase of an extended warranty. Under such circumstances, the Warranty Period will be as stated on the applicable Contract.
- Products that have been repaired or replaced under warranty shall be re-warranted to the end of the original Warranty Period of the Goods or three (3) months, whichever is longer.
- SCBA Lifetime = 15 Years (Current year plus two NFPA regulatory cycle)
- All models previous to Viking DX/DL or more than 15 years old are outside any warranty periods
- Disposable single use CBRN product lifetime in storage is 5 years
- Products which have been sold under or are labeled with Avon International Safety Instruments, Inc. are also subject to these Warranty Periods and conditions