

WARRANTY GUIDELINES FOR STARFIELD-LION PPE (CANADA)

These are the Warranty of Starfield LION Company, with its place of business at 23 Benton Rd, Toronto Ontario, Canada, M6M3G2 and companies or enterprises affiliated therewith (hereinafter jointly referred to as "Supplier").

1. WARRANTY

- a. For PPE and uniforms, Supplier warrants that all its firefighter and emergency responder protective clothing, uniforms and equipment meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free from any defect in workmanship or any patent material defect.
- b. Conditions of use are outside the control of Supplier. It is the responsibility of Customer to inspect and maintain the product to assure it remains fit for its intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty.
- c. If the agreement involves the processing of material supplied by the Customer, Supplier warrants the product incorporating the material for a period of six (6) months after delivery. If the processing proves to be unsound, Supplier may, at its own discretion, either remedy the fault or perform the processing again using material to be delivered by the Customer, or refund a proportionate amount of the agreed contract price.
- d. Subparagraphs e, f, g and h of this section apply exclusively to training products:
- e. Supplier warrants the proper functioning of its products and the soundness of the materials and parts used therein for a period of twelve (12) months after delivery or for any other such term as agreed in writing between Supplier and the Customer. No warranty is given for products that were not new at the moment of delivery, and/or products that are not in use by the Customer itself. Supplier does not warrant that the goods are suitable for the purpose for which the Customer intends to use them. Supplier does not warrant the absence of any faults of the products if and insofar as the products were made following the design and/or other instructions or materials of the Customer.
- f. Parts for which the wear-and-tear is dependent on the intensity and frequency of use of the product delivered are warranted for twelve (12) months or seven hundred and fifty (750) hours of use, whichever comes first. Replacement of any parts damaged as result of excessive usage and operation, defined as greater than eighty-five (85) hours per month or one thousand (1,000) hours per year, or more than ten (10) hours of continuous operation, shall be excluded from the warranty.
- g. Supplier must be informed of more intensive use as soon as it becomes clear that the product is likely to be used more than indicated in General Terms or a separate agreement signed by both parties. If the Customer remains in default of notifying Supplier, the warranty is voided.
- h. Faults that arise after modification or repair by third parties, faults resulting from the use of the products for a purpose other than that for which they are intended, and faults arising from normal wear-and-tear, injudicious use or improper maintenance are not covered by the warranty. The Customer is also barred from invoking the warranty provisions:
 - i. if software and/or systems purchased by the Customer have been installed without the prior consent of Supplier and/or not fully according to any given instructions of Supplier;
 - ii. in the event of negligence on the part of the Customer with regard to maintenance, or if the Customer has used the goods for purposes for which they were not designed;
 - iii. if the Customer has made changes or had changes made to the goods;
 - iv. in the event of injudicious or reckless use, improper connections, improper voltage, lightning strike, damage due to moisture penetration or other external causes or calamities; or
 - v. for software problems resulting from the installation of software installed by the Customer or third parties without the explicit permission of Supplier.
- i. EXCEPT AS SET FORTH ABOVE, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE.
- j. Under the above warranties, Supplier will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Customer's sole remedy and Supplier will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Customer's use of such product.
- k. The repairs under warranty will normally be carried out by Supplier at the factory location. Only if repair by Supplier or a third party engaged by Supplier is not possible, and Supplier has duly communicated this to the Customer, the Customer shall be entitled to the replacement or repair of the faulty parts (unless otherwise explicitly agreed).
- l. Supplier may decide not to repair the goods but instead to replace them with brand new or equivalent goods, or to take back the goods and, if appropriate, refund part of the purchase price and/or offer a comparable alternative.
- m. The goods replaced under this warranty will be the property of Supplier.
- n. These warranty obligations apply only to any product, part or component which is returned to Supplier or a Supplier Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Supplier agrees to be defective as covered by this warranty.
- o. The word "product" includes the product itself and any parts or labor furnished by Supplier with the sales, delivery or servicing of the product.
- p. "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture.
- q. The limited warranty for firefighter PPE does not cover the following items after receipt of the product by Customer:
 - i. Claims made after sixty (60) days from the date of shipment for damage to materials;
 - ii. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light;
 - iii. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing;
 - iv. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.);
 - v. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean);
 - vi. Damage caused by repair work not performed to factory specifications;
 - vii. Damage from routine exposure to common hazards which may cause rips, tears, burn damage or abrasion;
 - viii. Loss of retroreflectivity of reflective trim due to normal wear and tear and/or heat exposure;
 - ix. Detachment of reflective trim due to thread abrasion and/or heat exposure;
 - x. Replacement of zippers or closures worn partially sealed and/or damaged by heavy wear and tear;
 - xi. Loss of buttons, snaps, or cuff seams.
- r. For training products, telephone support is offered within the warranty period to assist with troubleshooting faults and to assist the Customer in replacing parts covered under warranty. At the conclusion of the warranty period, telephone support will be offered as part of a separate Maintenance Contract offered by the Supplier. The Customer understands that telephone support and assistance can only be guaranteed during normal office hours and on normal workdays.