

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PPE AND UNIFORMS (U.S.) - (Updated 6/5/2025)

These are the General Terms and Conditions of Sale and Delivery (“General Terms”) of Lion First Responder PPE, Inc., with its place of business at 7200 Poe Avenue, Suite #400, Dayton, OH 45414, and companies or enterprises affiliated therewith (hereinafter jointly referred to as “Seller”).

1. WARRANTY

- a. Seller warrants that all its firefighter and emergency responder protective clothing, NFPA certified 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. Non-certified uniforms are not warranted to be compliant with NFPA standards.
- b. Conditions of use are outside the control of Seller. It is the responsibility of Buyer 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 Buyer, Seller warrants the product incorporating the material for a period of six (6) months after delivery. If the processing proves to be unsound, Seller may, at its own discretion, either remedy the fault or perform the processing again using material to be delivered by the Buyer, or refund a proportionate amount of the agreed contract price.
- d. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS
- e. Under the above warranties, Seller will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Buyer’s sole remedy and Seller 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 Buyer’s use of such Product.
- f. The Products replaced under this warranty will be the property of Seller.
- g. These warranty obligations apply only to any Product, part or component which is returned to Seller or a Seller Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Seller agrees to be defective as covered by this warranty.
- h. The word “Product” in section g above includes the Product itself and any parts or labor furnished by Seller with the sales, delivery or servicing of the Product.
- i. USEFUL LIFE: Useful life is the period of time that Product, which has been properly cared for, can be expected to provide reasonable limited protection.
- j. Turnout Gear: NFPA 1971 performance requirements are based on new, unworn Garments and composites. Useful life is the period of time that Garments that have been properly cared for can be expected to provide reasonable limited protection. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear and improper maintenance and/or storage. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost.
- k. NFPA 1992 and 1994 Garments: Useful life will vary according to type and frequency of use, along with the weight and type of materials used in the product. Useful life is normally five (5) wearings or five (5) launderings, depending upon the conditions of wear, maintenance and storage. Other factors may require the garment to be retired before it has been worn or laundered five (5) times. Useful life is unlikely to be more than 10 years. Garments 10 years old must be retired! Useful life will vary according to type and frequency of use, along with the weight and type of materials used in the product. Useful life is normally five (5) wearings or five (5) launderings, depending upon the conditions of wear, maintenance and storage. Other factors may require the garment to be retired before it has been worn or laundered five (5) times. Useful life is unlikely to be more than 10 years. Garments 10 years old must be retired!
- l. Helmets: NFPA 1971 performance requirements are based on new, unworn Helmets. Useful life is the period of time that the Product, which has been properly cared for, can be expected to provide reasonable limited protection. Useful life of Helmets or Helmet components can be as little as 3 to 5 years with heavy wear and tear and improper maintenance and/or storage. Useful life can be as long as 7 to 10 years if Helmets have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. In compliance with NFPA 1851, Helmets must be retired no more than 10 years from the date of manufacture. Effective November 1, 2022, LION warrants American Legend and American Honor helmets to be free from defects in workmanship or any material defect during the useful life of the product. Shells, impact caps and suspension systems for five (5) years. All other components for 18 months. See defects in Workmanship and Materials and Exceptions to Limited Warranty for further details.
- m. Footwear: NFPA 1971, 1990(1992), 1999, and 1977 performance requirements are based on new, unworn Footwear. Useful life is the period of time that Footwear, which have been properly used and cared for, can be expected to provide reasonable limited protection. Useful life is normally 3 years depending on boot construction and materials and conditions of wear, maintenance and storage. Useful life is highly unlikely to be more than 5 years. Footwear should be retired when the cost of repair would exceed 50% of the replacement cost. Footwear more than five years old and made to earlier versions of the NFPA standard is highly likely to have exceeded its useful life and should be retired. In compliance with NFPA 1851, Footwear must be retired no more than 10 years from the date of manufacture. LION further warrants that such products are free from any defect in workmanship or any material defect for a period of one year from the date of purchase when properly used and cared for.
- n. Gloves: NFPA 1971 and 1999 performance requirements are based on new, unworn gloves and composites. Useful life is the period of time that the gloves that have been properly cared for can be expected to provide reasonable limited protection. Useful life for Gloves is normally 1 year depending on the conditions of wear, maintenance and storage. Useful life can be as long as 3-5 years if Gloves have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. Gloves more than 5 years old and made to earlier versions of the NFPA standards are highly likely to have exceeded their useful life and should be retired. In compliance with NFPA 1851, Gloves must be retired no more than 10 years from the date of manufacture.
- o. Hoods: NFPA 1971 performance requirements are based on new, unworn Hoods and composites. Useful life is the period of time that the Hood that has been properly cared for can be expected to provide reasonable limited protection. Useful life of Hoods can be as little as 1 year with heavy wear and tear and improper maintenance and/or storage. Useful life can be as long as 2 to 3 years if Hoods have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. In compliance with NFPA 1851, structural firefighting Hoods must be retired no more than 10 years from the date of manufacture. You must retire Hoods that have been exposed to hazardous materials or that fail to pass the inspection procedures defined by NFPA 1851, your fire department and that, in the judgment of your fire department, cannot economically be repaired. Hoods should be retired when the costs of repair would exceed 50% of the replacement cost. LION further warrants that such products are free from any defect in workmanship or any material defect for a period of one year from the date of purchase when properly used and cared for.
- 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. On helmets, chipped or cracked shells, or broken impact caps.
- q. This limited warranty does not cover the following items after receipt of the product by Buyer:
 - i. Claims made after thirty (30) days from the date of receipt for damage caused by shipment, incorrect materials, misplacement or other minor errors with lettering, parts or suspenders; size or quantity discrepancies, design or pattern errors, and minor sewing irregularities;
 - 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 stains, rips, tears, burn damage or abrasion, including accelerated wear and tear caused by exposure to frequent, repeated training exercises, including but not limited to trim, knit components, cuff hems and other high wear areas;
 - 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 after 1 year
 - xi. Missing, lost, or broken hardware, including buttons, snaps and rivets, after 1 year.
 - xii. Loose or broken stitching if caused by normal wear and tear.