

# 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 below (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, willful 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 dispatch 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 PRODUCT WARRANTY PERIODS

	Product Description	Backframe	Textiles/Straps Workmanship	Rubber/Elastomers	Pneumatics	Other Functionality	Electronics
Supplied Air/ Powered Air	Deltair	15 Years	15 Years	18 Months	15 Years		15 Years
	Frontier	3 Years	3 Years		3 Years		
	ST54 SCBA	15 Years	15 Years	18 Months	15 Years	Mask 18 Months	
	ST53 SCBA	15 Years	15 Years	18 Months	15 Years	Mask 18 Months	
	ST53/ST54 SD (excludes mask)	3 Years	3 Years		3 Years		
	ST50 SCBA	3 Years	3 Years	3 Years		Mask 18 Months	
	ARAP	1 Year	1 Year	1 Year	1 Year		
	EEBA	1 Year	1 Year	1 Year	1 Year		
	Air Source One (AS-1)	3 Years	3 Years		3 Years		
	Rescuer (RIT, RIC, RIT/RIC)	3 Years	3 Years		3 Years		
	Avon EZAir		18 Months	18 Months	18 Months		18 Months
	MP-PAPR		18 Months	18 Months	18 Months		18 Months
	CS-PAPR		18 Months	18 Months	18 Months		18 Months
Thermal Imaging Cameras	Argus Thermal Imagers and Accessories Mi-TIC E & Mi-TIC EL		3 Years			5 Years Battery	5 Years, Sensor & Focusing Lens 10 Years
	Argus Thermal Imagers and Accessories Mi-TIC S & Mi-TIC 320		5 Years			5 Years Battery	5 Years, Sensor & Focusing Lens 10 Years
	argus 4		2 Years			2 Years	2 Years
Air Purifying Respirators	C50		18 Months	18 Months	18 Months		
	PC50		18 Months	18 Months	18 Months		
	HMS0/HM50P		18 Months	18 Months	18 Months		
	FM54, FM53, FM50, FM51		18 Months	18 Months	18 Months		
	Flexible APR		18 Months	18 Months	18 Months		
	FM12		18 Months	18 Months	18 Months		
EXOSKIN CBRN Protective Wear	EXOSKIN-S1					2 Years	
	EXOSKIN-S2					2 Years	
	EXOSKIN-B1			18 Months			
	EXOSKIN-G1			18 Months			
MITR System	MITR-M1 Half Mask			18 Months			

Continued overleaf...

# EXHIBIT A - AVON PROTECTION PRODUCT WARRANTY PERIODS

Continued...

	Product Description	Backframe	Textiles/Straps Workmanship	Rubber/Elastomers	Pneumatics	Other Functionality	Electronics
Others/Misc.	Optics/Vision					18 Months	
	Hoods, NH15 (in storage)		18 Months	18 Months	18 Months		
	Tactical Hood (in storage)		18 Months	18 Months	18 Months		
	MCM100 Diving Rebreather	2 Years	2 Years	2 Years	2 Years		2 Years
	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	
	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.
- 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.

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