GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PPE AND UNIFORMS (U.S.) - (Updated 2/10/26)

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. APPLICABILITY

a. These General Terms and Conditions of Delivery and Services apply to all offers, services, deliveries and agreements for the sale of uniforms and personal protective equipment ("PPE") (all the foregoing hereinafter referred to as "Products") contracted as such with Seller.
b. These General Terms may only be departed from if Seller expressly states or acknowledges this in writing.
c. Other general terms and conditions, including but not limited to the terms and conditions of any counterparty (including but not limited to buyers or commissioning parties, that Seller has concluded an agreement with or is in negotiation of concluding any agreement) (all hereinafter to be referred to as "Buyer"), shall, where not in accordance with these General Terms, be explicitly rejected. Such other general terms and conditions shall only apply if and insofar as explicitly confirmed by Seller in a separate document. These terms and conditions supersede any prior or contemporaneous agreement or correspondence between the parties. Acceptance of these General Terms (including all provisions hereto), is a key stipulation of Seller, and forms an integral part of its offer.

2. OFFERS, CONTRACTS & CHANGES

a. Unless otherwise stated, Prices listed are suggested retail list and do not include individual distributor discounts, which may vary across product lines.
b. Unless the offer stipulates a period for acceptance, all offers are non-binding. In all offers, prices stated do not include any state, local or federal governmental taxes, duties and/or customs charges unless specifically stated. Up to one (1) week after acceptance of a non-binding offer, Seller may withdraw the offer. A non-binding offer remains valid for a maximum period of thirty (30) days, unless explicitly stated otherwise in the offer.
c. The agreement is contracted as soon as Buyer's full and unconditional acceptance of the offer has been received by Seller. This acceptance implies that the Buyer consents to the applicability of these General Terms and, insofar as necessary, waives the declaration of applicability of the Buyer's own general terms and conditions of purchase (or of whatever kind).
d. Seller is only bound by offers and contracts produced and/or concluded by representatives, commercial agents or intermediaries after a written order confirmation by Seller.
e. Information and data provided by the Buyer to Seller for the purposes of the agreement contracted, such as drawings, etc., will be assumed by Seller to be correct, and Seller will base its offer on such information. Seller is not responsible, and bears no responsibility, for specifications or designs developed and supplied by Buyer and/or information, drawings, etc. supplied by the Buyer as referred to in the preceding sentence, regardless of whether Seller has advised the Buyer thereon. This applies accordingly to parts and materials that the Buyer makes available or prescribes to Seller.
f. In reading the measures, sizes, weights, colors and technical data contained in the offers, the Buyer agrees to allow for minor discrepancies which do not exceed the normal limits.
g. All orders are subject to credit department approval.
h. Delivery, minimums and surcharges of the Products may apply and will vary according to the product line; all such variations will be stated in proposals, quotes or bid documents.
i. Possession of a price list of Seller does not constitute an offer to sell.
j. For all turnout gear, a One Hundred and Twenty-Five U.S. Dollar ($125) (list) minimum order surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Seller's standard sizing (see appropriate sizing charts). On non-turnout Products, a ten percent (10%) minimum surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Seller's standard sizing (see appropriate sizing charts).
k. Seller is entitled to adjust offered or agreed prices if there is a material change in circumstances outside of the control of the Seller, including but not limited to material increases in the costs of labor, materials, transportation or duties, discovered after the offer is made by the Seller or the agreement made by the parties, but before the performance by the Seller.

3. DELIVERY & RISK OF LOSS

a. For PPE Products, freight term for domestic orders delivered within the 48 contiguous U.S. states is F.O.B. Destination unless otherwise stated on quote.
b. Contact Seller for terms and conditions of sale for International, Alaskan/Hawaiian or other non-continental U.S. destinations.
c. No C.O.D. orders.
d. Unless expressly agreed otherwise, stated delivery times are approximate only and shall not be regarded as contractual deadlines. In the event of late delivery, the Buyer must give Seller due notice before Seller can be in default.
e. Seller reserves the right to ship partial orders unless complete shipment is stated on the order.
f. Rush orders for custom make-to-order Products are subject to a twenty percent (20%) rush fee.
g. The delivery period commences on the date on which Seller has confirmed the order to the Buyer, or otherwise on the date agreed by the parties in writing.
h. Seller is authorized to determine the method of transport.
i. The Products shall be delivered by Seller in the packaging it deems appropriate. If the Buyer prescribes different packaging, Seller is entitled to invoice the Buyer separately for the cost of such packaging.
j. Seller is entitled to have deliveries made or services performed by third parties.
k. Documentation provided by third party carriers shall be conclusive evidence of proof of delivery and Buyer assumes risk of loss after delivery by carrier to designated destination, and Buyer shall be responsible for insuring Product after delivery.

4. PAYMENT & TRANSFER OF OWNERSHIP

a. All orders for make-to stock Products are subject to a handling charge of Four and 25/100 U.S. Dollars ($4.25). All orders amounting to less than Fifty U.S. Dollars ($50.00) will be subject to a handling charge of Fifteen U.S. Dollars ($15.00).
b. All payments must be made within thirty (30) days after the date of invoice, unless any other payment term is explicitly agreed in writing (the "Payment Date"). Payment must be made without any deduction or offsetting, at the offices of Seller or by means of transfer to a bank account stipulated by Seller.
c. Seller retains full (and sole) ownership of the Products until such time as the due purchase sum, including any statutory interest, and collection costs, has been paid in full and received by Seller, even if the Products have meanwhile been processed or incorporated into other Products.
d. If the Buyer does not pay by the Payment Date, it shall be deemed to be legally in default without the requirement of any warning or notice of default.
e. For amounts owed after the Payment Date, Buyer shall pay two percent (2%) interest, or the maximum statutory rate, whichever is greater, as well as legal and other costs incurred in order to secure the performance of the contract, unless otherwise determined by a court judgment.
f. Buyer shall be liable for collection costs on unpaid sums, which shall amount to the greater of fifteen percent (15%) of the outstanding sum or Three Hundred U.S. Dollars ($300.00).
g. As long as the ownership of the Products delivered has not been transferred to the Buyer: (i) the Buyer is not permitted to transfer the ownership of the Products delivered, to encumber these Products with real rights or rights under the law of obligations, or to alienate them under any title whatsoever except agreed in writing; (ii) the Buyer is obliged to observe due care in maintaining custody of the Products and to hold them as the identifiable property of Seller (any marks or signs of Seller applied in, on or to the Products delivered must remain clearly visible; and (iii) the Buyer is obliged to store Products delivered that are defined exclusively by type and weight separately and ensure that they are clearly identifiable as property of Seller.
h. Seller is entitled to reclaim the Products delivered under retention of title, if and insofar as the Buyer remains in default of the fulfillment of any obligation toward Seller, or in the opinion of Seller, is unable to pay the amounts owed.
i. The Buyer hereby grants Seller nunc pro tunc the irrevocable right to enter the Buyer's business premises or to allow a third party designated by Seller to do so in the event that Seller wishes to reclaim the delivered Products.

5. RETURNS

a. The Buyer must contact Seller within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. Seller will not accept Products returned without written permission. Except for items covered under Seller's warranty:
   i. Products that have been worn, laundered, altered or soiled are non-returnable;
   ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;
   iii. Custom manufactured, custom sizes, made-to-order and special cut Products are non-returnable;
   iv. Products that have been discontinued or redesigned are non-returnable;
   v. Boots that have been worn are non-returnable;
   vi. CBRN Products are non-returnable.
b. Return of stock Products are subject to a fifteen percent (15%) restocking fee for PPE and 25% for uniforms.
c. Custom made-to-order Products are not returnable.
d. Amounts due Seller in no case shall be entitled for offset by Buyer.

6. FORCE MAJEURE

a. Except for the payment of money, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that the delay or failure is caused by a Force Majeure Event. A Force Majeure Event shall mean any act of God; war; riot; civil strife; act of terrorism, domestic or foreign; embargo; governmental rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; epidemic, pandemic, outbreak of communicable disease, viral outbreak, quarantine or national or regional emergency; action of any governmental authority; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party delayed or unable to perform (the "Delayed Party"); or any other events or circumstances not within the reasonable control of the Delayed Party, whether similar or dissimilar to any of the foregoing.

   If any Force Majeure Event occurs, the Delayed Party shall give prompt notice to the other party (the "Affected Party"), and the Delayed Party, upon giving prompt notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure Event;, provided, however, that the Delayed Party shall take all reasonable steps and cooperate with the Affected Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of non-performance, the Affected Party may terminate this Agreement.

7. DISPUTES & APPLICABLE LAW

a. All legal relationships between the parties are governed exclusively by the laws of the state of Ohio.
b. The Vienna Sales Convention (CISG) is not applicable, nor are any other international rulings from which exclusion is permitted.
c. All disputes will be settled exclusively by a court of competent jurisdiction in Dayton, Ohio. Nonetheless, the parties will first attempt in good faith to resolve any dispute or claim amicably through negotiations between representatives of each party with authority to settle the relevant dispute.
d. No action by a Buyer may be brought at any time more than twelve (12) months after the facts occurred upon which the cause of action arose.

8. LIMITATION OF LIABILITY

Seller assumes no liability for consequential damages, incidental damages, anticipated or lost profits, indirect damages, loss of time, or other losses incurred by Customer or any third party in connection with the Products.

9. INTELLECTUAL & INDUSTRIAL PROPERTY RIGHTS

a. All rights of intellectual property with regard to the Products and/or services as well as the designs, drawings, software, documentation and all other materials developed and/or used in the preparation or performance of the agreement between Seller and the Buyer or agreements resulting there from are owned by and vest exclusively in Seller. The delivery of Products and/or services does not transfer intellectual property rights.
b. The Buyer acquires only a license for the non-exclusive and non-transferable right to use the Products and results of the services for the agreed purposes. The license is only valid if the Buyer fulfils the financial obligations connected with making available the relevant intellectual property.
c. The license applies solely to the use of the design or invention in question by the Buyer alone. Use of the license by third parties is not permitted except after written permission has been obtained by Seller.
d. Without the prior written consent of Seller, the Buyer shall not in any way disclose, duplicate, reverse-engineer or allow third-party access to any or all of the Products, services, and results thereof.
e. The Buyer shall not remove or alter references of Seller or its Sellers concerning copyrights, trademarks, trade names or other intellectual property rights.
f. Seller warrants that it is authorized to extend the rights of use as described above to the Buyer, and indemnifies the Buyer against any claims of third parties in this regard. This provision does not apply if and insofar as the Products, services and/or their results are altered and/or if they are delivered in conjunction with Products of third parties, in this latter case excepting where the Buyer demonstrates that the claims of third parties pertain exclusively to the Products, services and/or results delivered by Seller.

10. TERMINATION

a. Seller is entitled to terminate any agreements with Buyer in the event of:
   i. the Buyer's late payment of amounts due or a suspension of Buyer's payments;

ii. the Buyer's filing bankruptcy;
iii. the Buyer's being placed under trusteeship; or
iv. liquidation of the Buyer's business.

b. Termination of an agreement by either party renders all outstanding claims between the parties immediately fully payable. The Buyer is liable for the damages suffered by Seller, including but not limited to loss of profit (calculated at a minimum of 25% of the sales price) and freight costs.

11. 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 1970 (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 1970 (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.

m. Footwear: NFPA 1970 (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 1970 (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. 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.

o. Hoods: NFPA 1970 (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 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.