

The Emergency Fire Containment System is covered by a 4-year Limited Warranty.

1) Limited 4-year Warranty:

Fire Containment Concepts ("Manufacturer") provides to its customers a four (4) year Limited Warranty against defects in material or workmanship of the **Emergency Fire Containment Systems (EFCS) Product** ("Product"), subject to the terms and conditions described herein below. Manufacturer warrants that during the warranty period the product delivered to the original purchaser will be free from defects in material and workmanship so long as the product remains in the ownership of the original purchaser, Product has not been activated or deployed, Product has been properly stored in storage case, and Product has been properly inspected and maintained per Manufacturers Maintenance Procedures. The Manufacturer reserves the right to amend any or all of the maintenance requirements from time to time. The maintenance requirements in effect at any given time must be complied with in order to maintain warranty coverage. The warranties shall be valid from the date of shipment from the manufacturer to the purchaser.

2) Repairs Completed Under Warranty:

If a product complies in all respect with the warranty provisions set forth above, Manufacturer will make all adjustments, repairs, modifications, corrections, or replacements at Manufacturer's expense; provided, however that Product has been properly inspected and otherwise treated in accordance with Manufacturer's requirements, Operating Instructions, Maintenance Procedures, applicable service bulletins, and the provisions of this limited warranty, and provided that Product has not been activated or deployed. Manufacturer shall use its best efforts to make all adjustments, modifications, corrections, or replacements under this warranty within Thirty (30) Business days or less from receipt of a Product.

3) Repairs Not Covered by Warranty:

If Product fails to comply in any respect with the limited warranty set forth in Section 1, any and all repairs will be the sole responsibility of the original purchaser.

4) Return of Product under Limited Warranty Provisions:

Purchaser must complete the online Material Return Authorization ("MRA") form located on the manufacturer's website or contact the manufacturer to receive the MRA forms in another manner such as via mail, email, or fax. Manufacturer must receive written notice of failure of a Product to comply with this warranty within thirty (30) days of discovery of such failure. Purchaser shall return the defective Product to the Manufacturer or its Approved Representative. Purchaser shall pay all costs of shipping the defective part to and from Manufacturer or its Approved Representative. All items shipped to Manufacturer or its Approved Representative must be prepared for shipment in accordance with the requirements of the Manufacturer's current address provided on the MRA form. *NOTE: IT IS THE SOLE RESPONSIBILITY OF THE PURCHASER OF THE PRODUCT TO SUBMIT AND CONFIRM RECEIPT OF THE MATERIAL RETURN AUTHORIZATION.*

5) Service costs—Product Not Found Defective (No Fault Found):

In the event that Manufacture determines that any Product returned is not defective or not covered by this Limited Warranty, customer shall be responsible for service and handling charges "No Fault Found" shall mean a returned EFCS that is damaged or fails to operate properly as a result of operator error, abuse, or misuse or other causes not covered by this limited warranty.



<u>The Emergency Fire Containment System is covered by a</u> <u>4-year Limited Warranty. (Continued)</u>

6) Failure to Maintain in Accordance with Manufacturer's Maintenance Requirements:

Failure to service Product in exact and specific compliance with the Manufacturer's prescribed Maintenance Requirements herein below or as amended from time to time shall immediately void this limited warranty.

7) Maintenance Requirements:

Purchaser shall, prior to, or simultaneously with shipment, send a separate written warranty claim to the Manufacturer or its Approved Representative, advising that an EFCS is to be shipped for Warranty claim purposes and shall include a description of the failure, and airway bill number. Purchaser is hereby authorized to use any selected Shipping Agent or as otherwise mutually agreed, for goods returned to the Manufacturer or its Approved Representative. Shipments are to be conspicuously marked with Purchaser's and Manufacturer's name. Except when otherwise stated, all shipping and insurance shall be at the Purchaser's expense.

Note: Please see the current EMERGENCY FIRE CONTAINMNET SYSTEM (EFCS) Maintenance and User Instructions Manual for complete and current instructions.

Current Maintenance Requirements

- Monthly Inspection Requirement
- Yearly Inspection Requirements
- Product must be returned to Manufacturer every (6) six years from the Date of Manufacture for inspection, and recertification maintenance requirements
- Product must be returned to Manufacturer every (12) twelve years from the Date of Manufacture for Hydrostatic testing, and 6-year recertification.

Note: Maintenance requirements do change. It is the EFCS owner's responsibility to know and understand manufacturer's maintenance requirements at all times. Failure to comply with those requirements, which may be different from those described above, WILL VOID WARRANTY COVERAGE.