

## EXPRESS LIMITED WARRANTY FOR SAFARILAND® FLEXIBLE BODY ARMOR VESTS CERTIFIED UNDER NIJ-0101.06

- Safariland warrants that its "NIJ-06" flexible body armor vests
   ("Vests") have been certified to comply with the National Institute
   of Justice's ("NIJ") Ballistic Resistance of Body Armor, NIJ
   Standard-0101.06 (July 2008), for the applicable NIJ threat level
   designated on each Vest's label. For multi-threat (i.e., ballistic and
   stab resistant) Vests, Safariland also warrants that the Vests have
   been certified to comply with the NIJ's Stab Resistance of Personal
   Body Armor, NIJ Standard-0115.00 (September 2000), for the
   applicable NIJ spike threat level designated on each Vest's label.
- 2. For a period of sixty (60) months after the date of purchase, Safariland warrants that the ballistic panels of its Vests shall be free from defects in material and workmanship and shall comply with Safariland's VestCheck™ used vest testing protocols for ballistic performance (as set forth on www.safariland.com). Vests should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).
- For a period of twelve (12) months after the date of purchase, Safariland warrants that the outer carriers of its Vests shall be free from defects in material and workmanship.
- 4. Vests shall be always worn in accordance with Safariland's Use & Care instructions contained in the applicable User Manual included with each Vest. The above warranties do not apply to any Vest that has been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.
- 5. The above warranties are the sole and exclusive warranties made by Safariland with respect to its Vests. They shall not be enlarged by any representations, descriptions, course of dealing, trade usage, technical advice, service, samples, models, or otherwise, nor shall they be altered or expanded by any acts, statements, or agreements of any dealer, employee, or agent of Safariland (other than by a duly authorized officer of Safariland). SAFARILAND MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.
- 6. In the event that Safariland determines that a Vest (or component) is defective during an applicable warranty period, Safariland agrees to (at its election) replace, repair, or issue a pro-rated purchase price credit for such product. All returns shall be made to Safariland's factory and must include (1) proof of issue/purchase, and (2) documentation specifying the claimed defect

- and all relevant supporting information. A Return Authorization Number (RA) must be obtained from Safariland prior to returning the product.
- 7. IN NO EVENT SHALL SAFARILAND BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO ITS VESTS, REGARDLESS OF THE FORM OF THE ACTION, NOTWITHSTANDING ANY CONTRARY PROVISION, IN NO EVENT SHALL THE TOTAL LIABILITY OF SAFARILAND (TOGETHER WITH THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE VEST THAT GIVES RISE TO SUCH LIABILITY. The foregoing disclaimers are subject to any applicable laws that regulate product warranties.

## THE SAFARILAND VESTCHECK™ PERFORATION TESTING PROGRAM FOR USED BODY ARMOR VESTS

In order to evaluate the on-going ballistic performance of its flexible body armor vests ("Vests"), Safariland regularly conducts perforation testing of its Used Vests across a broad spectrum of models, ages, and wear categories.

Safariland tests its Used Vests in dry condition for perforations in accordance with the P-BFS test protocols as specified in NIJ Standard-0101.06, Section 7.8, at the Conditioned Armor Test Velocities (set forth in NIJ Standard-0101.06, Table 4) for the test rounds specified for the applicable NIJ threat level as indicated on the Vest's label. The test will be deemed satisfactory so long as there are no perforations of the ballistic panels.

A Used Vest is not required or expected to meet any backface signature thresholds. Backface signatures of the ballistic panels may be measured and recorded by Safariland in the conduct of its perforation testing, but such data shall be considered informational only and shall not be considered for purposes of determining whether the Used Vest passes the perforation test.

In the unlikely event of an unsatisfactory perforation test result, Safariland shall conduct a detailed review of all applicable test data and conditions, and shall implement such follow-on test protocols as may be needed to determine the scope of any potential ballistic performance issue(s) and causational factor(s) (e.g., test sample condition, environmental factors, workmanship, materials, lot consistency, model design).

Implementation of the VestCheck Perforation Testing Program as regarding the ballistic performance of any Used Vest shall be determined exclusively by Safariland. Ballistic performance or other tests performed by a buyer, user, government agency, laboratory, or any other party not expressly authorized by Safariland shall not be valid for purposes of any warranty or other representations made by Safariland.

## ADDITIONAL WARNINGS:

- This ballistic-resistant Vest is intended to reduce or prevent injuries from specific threats. Body armor is not "bulletproof," and cannot protect against all threats. Impact forces also can result in serious injury or death.
- Ballistic panels offer protection to only those areas that they cover. Strenuous movements or physical altercations may cause ballistic panels to shift on the user's body, thus affecting actual coverage. Vests that fit improperly (e.g., too long or too wide in the chest area) can develop set wrinkles in the ballistic fabric. Substantial weight gain or loss, or changes in body shape or contour, can also cause previously protected areas to become exposed. If the user has experienced a substantial weight gain or loss, he or she should immediately take their Vest to an authorized dealer for an inspection.
- Ballistic panels are designed to defeat certain threats only if properly
  inserted into the outer carrier facing in the correct direction. The label
  affixed to the panel indicates which side is the "strike side" meaning
  the side that must face outward. The user MUST ensure that the
  ballistic panels are properly inserted into the carrier in the proper
  direction. Failure to follow these instructions can result in serious injury
  or death.
- Vests work by dissipating kinetic energy across the fibers of a ballistic panel – should the Vest be struck by a threat close to an edge, its ability to dissipate the energy may be negatively impacted.
- The greater the angle at which a round strikes the Vest (opposite of a "head on" shot), the greater the possibility the round may ricochet or slide off the side of the Vest.
- Multiple rounds striking in a tight shot pattern may weaken that area of the Vest and result in a complete penetration.
- Unless specifically stated otherwise on the Vest's label, it is not warranted to defeat spikes, picks, knives or other sharp objects.