

FIRETRACE TERMS OF SALE

1. **Prices** – Prices quoted by Firetrace USA, LLC. (hereafter referred to as Firetrace) are in U.S. dollars and subject to Firetrace's adjustment to those prices in effect at time of shipment. For sales made subject to freight allowances, such allowances shall be limited to actual weight and, in the event of any increase or decrease in freight rates, a corresponding charge or credit shall be made thereto. All taxes presently, or hereafter, imposed on the manufacture, sale or delivery of any Firetrace product ordered, including any increases of such taxes, shall be charged to the purchaser in addition to the prices herein set forth in Firetrace's quotations.
2. **Quotations** – Firetrace quotations are not subject to the purchaser's acceptance, but are information upon which the purchaser may base his purchase order to Firetrace. Firetrace's quotations automatically expire thirty (30) days from the date of preparation, unless expressly stated otherwise.
3. **Terms – Domestic:** The terms for all sales are NET – 30 days. All freight is FOB: Scottsdale, Arizona. Interest, at the lawful maximum rate, will be charged on all past due accounts. All sales are in United States dollars (US\$).
4. **Minimum Billing** – Firetrace has a minimum charge of \$100.00 on all purchase orders processed for shipment.
5. **Expediting Charges** – Firetrace has an expediting charge of \$100.00 on all purchase orders received requiring "Rush" or "Special" handling.
6. **Orders** – All purchase orders must be accepted by Firetrace at Scottsdale, Arizona to be binding upon Firetrace. All purchase orders and contracts are subject to Firetrace credit approval and written acceptance. Firetrace may, at any time, alter or suspend credit, refuse shipment or cancel unfilled orders when, in the opinion of Firetrace, the financial condition of the purchaser warrants such action or when the purchaser is delinquent in any payment.
7. **Shipping & Delivery Schedule** – Shipping and delivery dates are estimates only, based on current conditions and Firetrace's ability to secure labor, materials and parts. Where applicable, schedules are estimated from the date that the approved shop drawings are received from the purchaser. Delivery is subject to any and all requisitions, priorities, allocations, restrictions or controls now, or hereafter, established by any government entity. There shall be no penalty to Firetrace for any delay without Firetrace's express, written agreement. Firetrace shall not be liable for any delay in delivery, nor for failure to complete any order, if such delay or failure is due to fire, strikes or other labor troubles, accidents, transportation delays, shortages of materials or machinery, government action or any other cause beyond the control of Firetrace. In the event of any such occurrences, Firetrace may, at its election, cancel the order, or any part thereof.
8. **Cancellation** – Orders accepted by Firetrace that are canceled by the purchaser: the purchaser shall pay all costs, expenses, losses and damages sustained by Firetrace in connection with such termination including administrative and engineering expenses. In addition, the purchaser agrees to pay a \$100.00 cancellation charge.
9. **Return of Merchandise** – No Firetrace products shall be returned to Firetrace without securing a "Return Material Authorization (RMA)" number. Any material returned for credit must be in "like new" condition, such that it can be restocked and resold. All unused merchandise returned to Firetrace shall be subject to a minimum 25% restocking charge.
10. **Shortages or Damages** – Purchaser's claims for shortages in deliveries must be made in writing within ten (10) days after receipt of shipment. Loss or damage to any Firetrace product in transit is the sole responsibility of the carrier.
11. **Annunciation of System Activation** – Firetrace strongly suggests that all systems be engineered so that any change in status of the system (i.e. system's activation, etc.) will be immediately made known to those who can take positive fire protection action. This may include, but not be limited to: connection of the Firetrace system into a building alarm system, connection of the Firetrace system to a local annunciation system, operation of a local alarm, connection to a local visual device, or similar. Advising someone that the system has operated so they can take more permanent actions is good "engineering" and therefore strongly suggested.
12. **Use of Non-Firetrace Components** – All Firetrace systems must exclusively use Firetrace components, especially for connections made to the Firetrace tubing. Failure to exclusively use Firetrace components will void the warranty and release Firetrace of any and all liability on the performance of the Firetrace components and system.
13. **Patent Infringement** – If the purchaser's drawings or specifications infringe upon any patent or trademark, Firetrace will in no way be responsible for any claims or damages resulting from such infringement.
14. **Handling And/Or Transporting Charged Cylinders** - A distributor must never remove or transport a pressurized cylinder (regardless of high or low pressure) from a bracket or other secure position without safety port plugs and/or safety caps in place. Make sure that you are completely knowledgeable and trained on the safety procedures for handling and transporting pressurized containers.

LIMITED WARRANTY & PURCHASER'S EXCLUSIVE REMEDY

Purchaser's Limited Warranty

Firetrace USA, LLC (hereafter referred to as Firetrace) provides the following **Limited Warranty** only to the original purchaser, who purchases the Firetrace system from an Authorized Firetrace Distributor. The **Limited Warranty** includes all Firetrace systems and its component parts supplied by Firetrace. Hereafter these products will be referred to as "Firetrace Products". When the Firetrace Products are properly installed by an authorized Firetrace distributor, *in complete* accordance with the written instructions contained in the instruction manuals, or other data supplied with Firetrace products, and when the Firetrace products have not subsequently been modified or altered, unless by express written instructions from Firetrace, then the Firetrace products are warranted to be free of defects in materials and workmanship for a period of three (3) years from the date of shipment from Firetrace, Scottsdale Arizona, as long as the following conditions are met:

(1) The *original* purchaser must maintain a semi-annual maintenance service agreement with an authorized Firetrace distributor, commencing with the date the Firetrace product was accepted by the purchaser and placed into service. The service agreement shall remain in effect for the duration of the warranty.

(2) The Firetrace Warranty Registration Card (P/N 800100) must be completed and returned to Firetrace within thirty (30) days of the installation of the Firetrace system.

Firetrace products that are not certified, as specified in the paragraphs 1 and 2 above, will carry a maximum limited warranty of one (1) year from the date of shipment from Firetrace.

Purchaser's Exclusive Remedy

The original purchaser's sole and exclusive remedy, unless varied by express written agreement with Firetrace, is as follows: Repair or replacement, at Firetrace's option, of any defective part which is returned to Firetrace within ninety (90) days of discovery of the defect.

Because of the deleterious effects of corrosion, heat, rust, dirt, debris and other factors of use and installation over which Firetrace has no control, **FIRETRACE MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BEYOND THOSE EXPRESSLY PROVIDED FOR IN THIS LIMITED WARRANTY.** These warranties shall be void where defects occur due to improper maintenance, installation, service, alterations and/or modifications subsequent to installation, not expressly authorized in writing by Firetrace or due to intentional or negligent acts of the original purchaser or third parties.

Non-Assignability of Warranty

The limited warranty set forth herein may not be assigned, transferred or sold in any way and extends only to the *original* purchaser.

Disclaimer of Consequential Damages

In no event shall Firetrace be liable for any consequential or incidental damages arising from the purchase and/or use of Firetrace products, including but not limited to: damages resulting from loss of use of Firetrace products, the costs of replacing discharged suppression agent, damages for lost profits or income, or damages for resulting harm to property other than the Firetrace products.

Use of Non-Firetrace Components

All Firetrace systems must exclusively use Firetrace components, especially for connections made to the Firetrace tubing. Failure to exclusively use Firetrace components will void this limited warranty and release Firetrace of any and all liability on the performance of the Firetrace components and system.

SOME FACTORS INFLUENCING ENGINEERING DESIGN AND PRODUCT APPLICATION OF FIRETRACE SYSTEMS

The following are some of the factors that influence engineering design and application of Firetrace systems. In many cases, these factors are difficult to

1. The Firetrace system has been designed to provide protection against fire, both existing and imminent, for a limited duration of time when: the system is fully operational; used in its normal, expected environment; the system and its component parts are properly installed, maintained, and operated in *complete* accordance with written instructions supplied with the system.
2. The duration of the protection against fires is dependent upon a sufficient concentration of agent being maintained in the protected hazard area for a pre-determined period of time. This duration will be shortened by conditions or circumstances which may ventilate, cause agent concentration dilution within the protected hazard area thereby causing an insufficient concentration of agent as is needed to extinguish or prevent the existence or re-ignition of combustion or fire. All hazard areas have different rates of ventilation, leakage, or agent dilution that, in many cases, may be impossible to predict or determine. Air vents, air conditioning systems, gaps and cracks in the enclosure, windows, cable and pipe penetrations, etc., all may effect the agent concentration and the duration of the protection against fire. Also, unforeseen changes in the configuration of a hazard area such as removal of a wall, an explosion or fire external to the protected space, changes in the enclosures configuration, etc. can influence the duration of the fire protection. It is because of these many, and varied, circumstances and conditions that Firetrace makes *no* warranty as to the duration of the protection against fire.
3. The effectiveness of an agent, such as FM-200[®] and/or CO₂, as a fire extinguishant is directly related to the concentration of the agent required to extinguish various substances. Not all substances require the same agent concentration to be extinguished. Therefore, Firetrace can only assume that the customer has properly defined the hazard area(s) being protected.
4. The effectiveness of the Firetrace system is dependent upon the timely discharge of the agent fire extinguishant into the protected area. If unforeseen circumstances such as an explosion, failure of the detection system to activate the Firetrace system, failure to manually activate the system, etc. occur, they can prevent the system discharge from being accomplished in a timely manner, and the fire may become deep seated or out of control and completely destroy the hazard area. Since Firetrace has no control over these circumstances, there are *no* warranties as to the effectiveness of extinguishment of the fire other than those specifically stated in this **Limited Warranty**.
5. Even if the Firetrace system is completely effective in suppressing a fire, failure to remove the ignition source of the fire could result in a re-ignition of the fire. If possible, the source of the fire should immediately be eliminated to prevent re-ignition. Protection against re-ignition only exists when a sufficient concentration of agent remains in the hazard area, as stated above.

Since the effectiveness of the Firetrace system depends on when and/or under what circumstances it is used, the judgment of operating personnel as to when to activate a Firetrace system, in an emergency, affects the protection provided by the system. Because of the widely varying conditions and circumstances under which the Firetrace system can be used, some conditions can cause its effectiveness to be unpredictable. Therefore, evacuation of personnel from the protected areas *must* be accomplished without delay.