

3M™ Ultra Light Weight Ballistic Bump Helmet N49 Product Warranty

This Product Warranty is made by Ceradyne Inc. (“Ceradyne”), a subsidiary of 3M Company, in relation to the 3M™ Ultra Light Weight Ballistic Bump Helmet N49.

A. Warranties

- A.1. Ceradyne warrants for a period of ten (10) years from the date of delivery, subject to the terms and conditions set forth below and when appropriately stored and handled in accordance with Ceradyne guidelines, that the Product will retain its ballistic performance when determined in accordance with the product performance specifications.
- A.2. Ceradyne warrants for a period of two (2) years from the date of Product delivery, subject to the terms and conditions set forth below, that Product, excluding the suspension system, will be free from defects in material and manufacture.
- A.3. Ceradyne warrants the Product suspension system to the extent of the warranty provided to Ceradyne by the original manufacturer of the suspension system.

B. Terms and Conditions of Warranties

- B.1. Should the Product be compromised by impact or any of the factors set forth in the paragraph B.2 below, it should immediately be taken out of service and the warranties set forth above will be invalid.
- B.2. The warranties do not extend to and Ceradyne shall not be responsible for any losses caused by:
 - i. Improper storage, care or use of Products, including considerations set forth in Product User Manual.
 - ii. Product alterations, including through misuse, abuse, accident, neglect, mishandling, breakage, damage, unauthorized repair or service,
 - iii. Ordinary wear-and-tear,
 - iv. Abnormal or abusive maintenance, accidents, natural forces, acts of God, or other causes beyond Ceradyne’s reasonable control.
- B.3. Unless otherwise stated in the literature accompanying the Product, proper storage and care of the Product includes, but is not limited to, observance of the following guidelines:
 - i. Product should not be exposed to chemicals and/or solvents;
 - ii. Product should be stored in a temperature and humidity controlled environment;
 - iii. Product should not be stored in high heat conditions;
 - iv. Product should not be stored in direct sunlight;and
 - v. Product should not be stored in damp or humid conditions.

Please note that in certain climates (e.g., heat or humidity), storing the Product during duty in a non-temperature controlled area may constitute improper storage. 3M does not recommend storing the Product in a motor vehicle as

variable climate, shock and vibration conditions may compromise the ballistic performance of the helmet and could invalidate the warranty.

- B.4. Ceradyne must be notified immediately upon discovery of any breach of the above warranties. Ceradyne will promptly investigate to determine whether the Product is defective and, if so, exclusive remedies are set forth below.
- B.5. Ceradyne shall have no obligations under the warranties if Ceradyne has not been paid in full for the Products.
- B.6. The warranties may not be changed except in writing signed by an authorized representative of Ceradyne.
- B.7. Product Dates of Manufacture or Manufacture Lot Numbers will be determinative.

C. Warranty Remedy

- C.1. If a Product fails to meet the above warranties and if Ceradyne is notified within the warranty period, the remedy shall be, at Ceradyne's option, (i) replacement of the Product which fails to meet the warranties; or (ii) refund of the purchase price of that Product which fails to meet the warranties.
- C.2. THESE WARRANTIES ARE GIVEN IN LIEU OF, AND CERADYNE EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, WHETHER ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS.
- C.3. THE LIMITED REMEDIES SET FORTH IN PARAGRAPH C.1 SHALL BE EXCLUSIVE REMEDIES AND THE LIMIT OF CERADYNE'S LIABILITY REGARDLESS OF CUSTOMER'S DAMAGES. CERADYNE DISCLAIMS ALL OTHER LIABILITY, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS AND/OR BUSINESS INTERRUPTION) RESULTING FROM OR IN ANY WAY RELATED TO THE PRODUCT, AND REGARDLESS OF THE LEGAL THEORY, INCLUDING TORT, BREACH OF WARRANTY, BREACH OF CONTRACT OR STRICT LIABILITY.

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