



Pacific Lakeland Helmets Warranty Effective April 15, 2025

- 1. Effective Date** — The effective date of this Pacific Lakeland Helmets Warranty (this “Warranty”) is April 15, 2025 (the “Effective Date”).
- 2. Applicability** — All Pacific Lakeland Helmets manufactured on or after the Effective Date shall be covered by the terms issued under this Warranty. This Warranty supersedes any printed or electronic warranties provided with a Pacific Lakeland Helmet that was manufactured on or after the Effective Date. All Pacific Lakeland Helmets manufactured before the Effective Date shall be covered by the terms issued under the previous warranty.
- 3. Express Warranty** — Pacific Lakeland warrants Pacific Lakeland Helmets manufactured on or after the Effective Date to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture by Pacific Lakeland. This warranty applies to original assembled components of the Pacific Lakeland Helmets, including the shell, impact cap assembly and suspension. PACIFIC LAKELAND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- 4. Limited Warranty** — Items designed for normal wear (such as, but not limited to, reflective trim, ear flaps, goggles, face shields and chinstraps) are covered for two (2) years from the date of manufacture by Pacific Lakeland.
- 5. Release of Obligations** — Pacific Lakeland shall be released from all obligations under this Warranty if repairs, repainting or modifications of the Pacific Lakeland Helmet as sold by Pacific Lakeland are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, modification, misuse, abuse, improper handling or maintenance or normal wear. Pacific Lakeland makes no warranty concerning replacement components (*i.e.*, one that was not part of the original assembly) or non-certified accessories but will pass on to the purchaser of such Pacific Lakeland Helmets (the “Purchaser”) all warranties of manufacturers of such components. Pacific Lakeland Helmets meet the current NFPA 1971/1970/1977/1951 standards. Testing and training exercises (*e.g.*, flashover and/ or high heat training) may damage the Pacific Lakeland Helmet. To avoid such damage, always use an aluminized helmet cover designed to work with applicable Pacific Lakeland Helmets. Any heat damage to a Pacific Lakeland Helmet during training without an aluminized cover voids all warranties herein, express or implied. A Pacific Lakeland Helmet should be replaced after any significant impact.



6. Exclusive Remedy — It is expressly agreed that the Purchaser's sole and exclusive remedy for breach of warranty, tortious conduct or any other cause of action shall be the repair and/or replacement, at Pacific Lakeland's option, of any equipment or parts thereof that, after examination by Pacific Lakeland, are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Purchaser, F.O.B. destination, freight prepaid, to the Purchaser's named destination. Pacific Lakeland reserves the right to inspect the Pacific Lakeland Helmet before determining whether it qualifies for repair or replacement under this Warranty. Failure of Pacific Lakeland to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.

7. Exclusion of Accessories — Pacific Lakeland Helmets Accessories made available for purchase by Pacific Lakeland are not part of the certified product and are excluded from this Warranty. Pacific Lakeland Helmets Accessories include, but are not limited to, front-pieces, front-piece brackets and Traditional/NFPA Bourkes.

8. Exclusion of Consequential Damages — Purchaser specifically understands and agrees that under no circumstances will Pacific Lakeland be liable to Purchaser for economic, special, incidental, punitive or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against Pacific Lakeland. In addition, Pacific Lakeland expressly disclaims any liability for economic, special, incidental, punitive or consequential damages in any way connected with the sale or use of Pacific Lakeland products, including, but not limited to, loss of anticipated profits.

9. Amendments — Pacific Lakeland reserves the right to review and update this Warranty and its terms, as needed, to comply with applicable laws or standards.

10. Jurisdiction — This Warranty is governed by the laws of Delaware, USA. Any disputes arising from this Warranty shall be resolved under the jurisdiction of Delaware, USA.

11. Disclaimer — No agent, employee or representative of Pacific Lakeland has any authority to bind Pacific Lakeland to any affirmation, representation or warranty concerning the goods sold hereunder. This Warranty is in lieu of all other warranties, express, implied or statutory, and is strictly limited to the terms hereof.