

Ballistic Cape 10-Year Product Warranty

As used in this Warranty, "Agreement" shall mean this CIP Global Ventures quotation or agreement for the sale of Product, and all its attachments and exhibits. Manufacturer shall mean CIP Global Ventures, an Arizona company. "Customer" shall mean any person or entity purchasing Product directly from Manufacturer or indirectly from an approved Manufacturer Master Distributor or approved Reseller pursuant to this Agreement. "Product" shall mean any one or more of the ballistic protection products sold by Manufacturer to Customer pursuant to this Agreement.

Proprietary:

1. **Proprietary Information:** In connection with this 10-year Agreement, the parties recognize that certain proprietary information is integral to the Product, including but not limited to design specifications, engineering specifications, materials, technology, and manufacturing processes, collectively referred to as "Proprietary Information."
2. **Ownership of Proprietary Information:** All Proprietary Information disclosed by the Manufacturer to the Customer pursuant to this Agreement remains the exclusive property of the Manufacturer. The Customer acknowledges that the Proprietary Information is unique and valuable and represents a significant investment by the Manufacturer.
3. **Limited Use and Disclosure:** The Customer agrees to use the Proprietary Information solely for the purpose of understanding, maintaining, and utilizing the Product covered by this Agreement. The Customer shall not disclose, reproduce, distribute, or use the Proprietary Information for any purpose other than as expressly authorized under this Agreement.
4. **No Reverse Engineering:** The Customer shall not reverse engineer, decompile, disassemble, or attempt to derive the source, source code or structure of the Product or any part thereof based on the Proprietary Information.
5. **Safeguarding Proprietary Information:** The Customer agrees to take all responsible measures to prevent unauthorized access, use or disclosure of the Proprietary Information, including implementing and maintaining adequate security measures.
6. **Exceptions:** The restrictions on the use and disclosure of Proprietary Information shall not apply to information that (a) is or becomes publicly available through no fault of the Customer; or (b) is rightfully known to the Customer without restriction prior to receiving it from the Manufacturer.
7. **Duration of Obligations:** The obligations under this Proprietary Clause shall continue for the duration of the 10-year warranty and for an additional period of five (5) years following the expiration or termination of the Agreement.

Warranty Coverage:

Manufacturer warrants that the above-mentioned Product is free from defects in material and workmanship for a period of ten (10) years from the date of purchase by the original Customer. This warranty is subject to the warranty terms and conditions outlined below.

Warranty Terms and Conditions:

1. **Coverage:** This warranty covers any defects in materials and workmanship that arise during normal use of the Product as intended by the Manufacturer.
2. **Exclusions:** This warranty does not cover damages or defects resulting from misuse, abuse, improper installation, accident, alteration, neglect, natural disasters, or any other events beyond the control of the Manufacturer.
3. **Claims Process:** Customer agrees to inspect the Product upon delivery thereof and will notify Manufacturer immediately of any claim related to the product that has been delivered. No claim shall be allowed for Product that has been processed or reprocessed in any manner after delivery. Claims include claims of any kind, including without limitations those (a) for loss, damages, expenses, or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based on Manufacturer's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability, or any other tort.

In the event of a defect covered by this warranty, the Customer must promptly notify the Manufacturer in writing, providing a detailed description of the issue along with supporting evidence such as photographs. The Manufacturer may request the return of the defective Product for inspection.

4. **Remedies:** If a valid claim is made within the warranty period, the Manufacturer will, at its sole discretion, either repair the defective Product, replace it with an equivalent Product, or provide a refund of the original purchase price. The cost of returning the Product to the Manufacturer for inspection or repair shall be borne by the Customer.

CUSTOMER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND IN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED OR A REPLACEMENT FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL MANUFACTURER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.

5. **Limitations of Liability:** The Manufacturer's liability under this warranty is limited to the repair, replacement, or refund as stated above.

MANUFACTURER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF MANUFACTURER EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No liability of Manufacturer shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the reasonable control of Manufacturer, including, but not

limited to Acts of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability (collectively, "Force Majeure"). Quantities so affected may be eliminated from this agreement without liability, but this agreement shall remain otherwise unaffected. Manufacturer shall have no obligation to purchase supplies of the Products specified hereunder to enable Manufacturer to fulfil this Agreement.

6. Transfer of Warranty Rights: The original Customer of the Product may transfer this warranty to subsequent owners of the Product, provided that, a) the transfer occurs within the original warranty period; and b) the subsequent owner provides the Manufacturer with a valid proof of purchase indicating the original purchase date.

The Manufacturer agrees that the approval of the transfer shall not be unreasonably withheld, conditioned, or delayed. For the purpose of this Agreement, "unreasonably withheld" shall be deemed to mean any action taken by the Manufacturer that is not in good faith, is not supported by a valid and justifiable reason, or is intended to frustrate or hinder the legitimate transfer of ownership.

The Manufacturer, Customer and subsequent owner acknowledge and agree that reasonable concerns related to legal compliance, financial stability, or other relevant factors may be considered in evaluating the transfer request.

Upon completion of the transfer of the warranty, the subsequent owner shall assume all rights, obligations, and limitations contained in this Agreement, as if they were the original Customer.

7. Modification or Waiver: Any modification or waiver of this warranty must be in writing and signed by an authorized representative of the Manufacturer.

8. Governing Law: This warranty shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles.

9. Entire Agreement: This warranty constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, and representations. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Manufacturer and Customer shall promptly agree upon a substitute for any such term or provision.

This Agreement is to be construed and the respective rights of Customer and Manufacturer are to be determined according to the laws of the State of Arizona, U.S.A., without regard to choice of law or conflicts principles of Arizona or any other jurisdiction. Customer expressly consents to personal jurisdiction in the State of Arizona and agrees that jurisdiction and venue for any proceeding related to or arising out of this Agreement shall be in the state or federal courts of Arizona. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.

This Agreement contains all the warranty conditions with respect to the purchase and sale of the Products sold hereunder. This warranty supersedes any of previous date and no modification shall be binding on Manufacturer unless separately contracted in writing and agreed to by a duly authorized representative of Manufacturer. This Agreement supersedes any purchase order or other Customer provisions or forms whether sent or received prior, or subsequent to, this Agreement. No modification shall be affected by the acknowledgment or acceptance of the Customer's purchase order forms stipulating different terms and conditions.