



WARRANTY

SECTION 1 – EMERGENCY LIMITED WARRANTY

Fire Research Corp. (“FRC” or “Warrantor”), a subsidiary of Safe Fleet Acquisition Corp. (“Safe Fleet”), warrants to the Customer (as defined below) of the new (not used) equipment and parts manufactured by FRC and sold by the Fire, EMS & Industrial Division of Safe Fleet (the “Safe Fleet FEI Division”) to such Customer (collectively, the “Products”) that each of such Products will be free from manufacturing defects for the applicable period set forth in Section 2 below, in each case commencing on the Warranty Start Date (as defined below), provided that such Product is used under conditions of normal use, that regular periodic maintenance and service is performed, and that such Product was installed in accordance with the instructions published by the Safe Fleet FEI Division, and all in accordance with the Product Documentation (as defined below) and subject to the other terms and conditions set forth below (this “FRC Limited Warranty”). The effective date above refers to the date of purchase of the applicable Product.

“Warranty Start Date” means the date that is 90 days after Customer’s purchase of the Product.

This FRC Limited Warranty is only between the Warrantor and (a) the original purchaser of the Product, or (b) where the original purchaser is an original equipment manufacturer (“OEM”) authorized by Warrantor to install the Product in or on a vehicle or other apparatus (either of the foregoing, the “Apparatus”) to be sold by such OEM to an OEM customer, the original purchaser of such Apparatus from such OEM (the foregoing original purchaser described in clause (a) or clause (b), as applicable, the “Customer”). This FRC Limited Warranty is not transferable for any reason, including in the event the applicable Product is sold, traded, transferred or otherwise disposed of in any manner by the original purchaser to another party.

SECTION 2 - APPLICABLE WARRANTY PERIODS

2.1 All Spectra Series, Evolution II, CrestLight and SoBrite Apparatus Products Installed on Fire or Emergency Medical Services Apparatus Built by an Authorized OEM or Authorized Dealer/ Service Center and Sold New (and Not Used) to the Original Customer – Lifetime, defined as the life of the Apparatus on which the Product is installed, but solely for so long as such Apparatus is both owned by the original Customer and is used in active, front- line service by such Customer.

2.2 All FRC LED Lighting Products Other Than Those Defined in Section 2.1 Above – 5 years

2.3 All FRC Products Other Than Those Defined in Either Section 2.1 or Section 2.2 Above – 2 years.

2.4 When Warrantor replaces any part which is a component of a product listed above in this Section 2, the warranty period for such replacement part equals the warranty period remaining on such product at the time of such part replacement (i.e., furnishing the replacement part does not extend the original warranty period or start a new warranty period), but in no event extending beyond 90 days after the delivery date of such part, and is subject to all other terms and conditions of this FRC Limited Warranty.

2.5 Extended warranty may be available for certain Products at additional cost and subject to additional terms.



SECTION 3 – CERTAIN EXCLUSIONS FROM WARRANTY

3.1 This FRC Limited Warranty does not cover normal maintenance, service or adjustments, nor does it cover damage to Products relating to:

- a. Accident, alteration, evidence of disassembly, misuse, negligence, abuse, vandalism or physical damage;
- b. Improper installation (including electrical damage caused by improper installation) or failure to follow installation instructions provided by Warrantor;
- c. Use inconsistent with the instruction manual, safety warnings, product labeling, datasheets, specification sheets and/or other installation, use, operation and technical documentation provided and/or published by the Safe Fleet FEI Division (collectively, "Product Documentation");
- d. Use of equipment or parts not manufactured by Warrantor;
- e. Fire, explosion, implosion, flood, earthquake, lightning strike, acid rain, chemical fallout, catastrophic event, or other act of God or nature;
- f. Exposure to excessive heat, other severe environmental conditions, or unintended uses (including use outside of product specifications) and/or substances;
- g. Exposure to chemicals or other substances (other than cleaning agents specifically recommended in the Product Documentation);
- h. Acts or omissions of any carrier delivering any Products;
- i. Any failure to care for or maintain any Product in accordance with the Product Documentation;

3.2 This FRC Limited Warranty excludes all consumable items .

SECTION 4 – CERTAIN ADDITIONAL CONDITIONS OF WARRANTY

4.1 In addition to the other exclusions, limitations, exceptions, qualifications and conditions set forth herein, this FRC Limited Warranty is conditioned upon, and will be invalidated by failure to comply with any of, the following conditions:

- a. All Products, and all ancillary equipment, components and parts, must be installed in accordance with the Product Documentation.
- b. Regular maintenance and service must be performed on all Products, in accordance with the Product Documentation.
- c. Products must be put to their intended use, in accordance with the Product Documentation.
- d. Replacement parts must be manufactured by Warrantor.
- e. Complete compliance with the claims procedure set forth in Section 5 below.
- f. Warrantor must have received full and timely payment of all invoices issued to Customer.

SECTION 5 - NOTICE OF CLAIMS, RETURN AND REPLACEMENT POLICY

5.1 Claims under this FRC Limited Warranty must be submitted to and received by FRC at 26 Southern Blvd., Nesconset, NY 11767 within the applicable warranty period set forth in Sections 1 and 2 above. Customers can submit a claim by contacting FRC's Technical Support Group at service@fireresearch.com or by calling +1 631-724-8888. All claims must include the serial number of the applicable Product, the name of the Customer (which must be the original purchaser), and the date (as to which Warrantor may require written evidence) the alleged defect was discovered. For clarity, in addition to the other provisions of this Section 5, all FRC Limited Warranty claims **MUST** be fully approved by Warrantor, in its sole discretion, prior to the commencement of any repair or replacement work in respect of such claims.

If Warrantor instructs Customer to return any Product to Warrantor, the item will be assigned a Return Material Authorization ("RMA") number and must be returned to Warrantor, with transportation charges prepaid by Customer, within 30 days of the RMA number being assigned. If the item is not returned within such 30-day period, the RMA number will expire and Customer must obtain a new RMA number as provided above. A packing slip with a description of the nature of the return and the RMA number should be included with the package. Action taken by Warrantor on returned products could be delayed if an RMA number is not assigned

5.2 After a representative of Warrantor inspects the applicable Product or otherwise assesses the problem, Warrantor will determine and take appropriate action (if any), in its sole discretion, to remedy the alleged problem. If the claim is for a manufacturing defect, Warrantor must be satisfied, in its sole discretion, that such Product was defective at the time it left Warrantor's factory. If Warrantor determines that a Product is not covered by this FRC Limited Warranty (and not otherwise eligible for exchange or credit) the customer will be notified and have 45 days to request repair or replacement at Customer's expense (at Warrantor's then-current pricing, or other pricing mutually agreed by the Parties in writing), or request the return of the Product; after such time, Warrantor may, in its discretion, ship the Product back to Customer at Customer's sole expense. Some older Products may not be repairable due to unavailable or discontinued parts from vendors, and Warrantor will have no obligations or liability with respect to any of same.

5.3 Warrantor offers a service whereby, subject to availability, a temporary loaner can be provided for a Product that is returned to Warrantor for repair or servicing. This service is to help minimize equipment down time and is solely for Products that are no longer covered by warranty. The availability of a loaner is dependent on current stocks, it may be a refurbished unit, and there will be a nominal charge of \$100 that includes shipping. If Customer fails to return the loaner to Warrantor within 2 weeks of receiving the repaired unit, then Warrantor may invoice Customer for, and Customer agrees to, within 30 days of receipt of such invoice, pay Warrantor for, the purchase of such loaner at Warrantor's then-current pricing.

5.4 If Warrantor ships a replacement part prior to receipt of the allegedly defective part it is intended to replace, such replacement part at Warrantor's discretion will be invoiced FOB Warrantor's facility, and upon receipt of such allegedly defective part, Warrantor will credit Customer's account if Warrantor determines, in its sole discretion, that such returned part is covered by this FRC Limited Warranty. Warrantor may, in its sole discretion, use new or refurbished replacement parts for repairs and/or replace affected Products or parts with Products or parts that are materially functionally equivalent to the replaced Products or parts.

SECTION 6 – REMEDY

6.1 Customer's sole and exclusive remedy under this FRC Limited Warranty is the repair or replacement of Products, as determined by Warrantor in its sole discretion, subject to the terms and conditions of this FRC Limited Warranty.

SECTION 7 – SHIPMENTS

- 7.1** Warrantor may, in its sole discretion, ship all products Ex Works Nesconset, NY and add the actual transportation company freight charges to the invoice unless other shipping arrangements are requested and made in advance. Warrantor will ship products, if requested, via UPS using an agreement known as "Collect Billing" or "Consignee Billing". Through this method of shipment, your company pays UPS directly to deliver your package from our facility to your assigned destination. Warrantor assumes no responsibility for loss or breakage in transit. Claims for product damaged in shipping must be filed with the transportation company. Warrantor reserves the right to refuse credit for items returned to Warrantor that are damaged due to improper packing as determined by the transportation company claims representative.
- 7.2** To speed up the turnaround of a repair/service, return the product to FRC via a carrier-expedited method. FRC will automatically expedite both the repair and return shipment.
- 7.3** For all repaired and replacement Products shipped outside of the United States under this FRC Limited Warranty:
- a. Customer / recipient is responsible for all taxes, levies, customs fees, import duties and the like imposed by the destination country.
 - b. Customer / recipient is responsible for assuring lawful importation into the destination country.
 - c. Recipient is the importer of record and must comply with all laws and regulations of the destination country.
 - d. Product Documentation may not be in destination country languages.
 - e. Products, Product Documentation and other accompanying materials may not be designed in accordance with destination country standards, specifications, and labeling or other requirements.
 - f. Service / labor to repair or replace any Product or part thereof (whether configured or non-configured) is not covered.

SECTION 8 - LIMITATION OF LIABILITY

8.1 THIS FRC LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND WITH RESPECT TO PRODUCTS AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN ANY MANNER RELATED TO ANY PRODUCTS, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND NO DEALER, DISTRIBUTOR OR OTHER SUPPLIER OF PRODUCTS OR ANY OTHER PARTY HAS THE AUTHORITY TO MODIFY OR AMEND THIS FRC LIMITED WARRANTY IN ANY RESPECT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF WARRANTOR (WHICH WARRANTOR MAY WITHHOLD AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION).

8.2 IN NO EVENT SHALL WARRANTOR BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, COSTS, OR EXPENSE, WHETHER OR NOT SAME WAS FORESEEABLE, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IN ALL CASES WHETHER AS THE RESULT OF OR BASED ON ACTUAL OR ALLEGED BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING ANY FORM OF NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR EQUIPMENT, OR SERVICE CALLS, INCLUDING THOSE REQUIRED TO REMOVE AND/OR REINSTALL

ORIGINAL OR REPLACEMENT PRODUCT(S) OR PARTS, LOSS OF TIME, PROFITS, SALES OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DEATH OR PERSONAL INJURY, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS FRC LIMITED WARRANTY OR ANY OBLIGATIONS HEREUNDER.

8.3 NO STATEMENT MADE BY ANY PERSON WITH RESPECT TO ANY PRODUCT SHALL CONSTITUTE A WARRANTY, BE RELIED UPON BY ANY CUSTOMER OR ANY OTHER PARTY, OR BE DEEMED PART OF THIS FRC LIMITED WARRANTY OR ANY SALE AGREEMENT BETWEEN WARRANTOR AND ANY CUSTOMER.

8.4 WARRANTOR RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THIS FRC LIMITED WARRANTY AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE, PROVIDED THAT ANY SUCH MODIFICATION OR DISCONTINUANCE WILL BE EFFECTIVE ONLY WITH RESPECT TO ANY PRODUCT PURCHASED AFTER SUCH MODIFICATION OR DISCONTINUANCE HAS OCCURRED. IN ADDITION, WARRANTOR RESERVES THE RIGHT TO CHANGE ITS PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR DESIGN, MATERIAL COMPOSITION AND/OR COMPONENTS) FROM TIME TO TIME WITHOUT NOTICE AND WITH NO OBLIGATION TO MAINTAIN SPECIFIC SPARE PARTS OR TO MAKE CORRESPONDING CHANGES IN WARRANTOR'S PREVIOUSLY MANUFACTURED PRODUCTS.