

WARRANTY AND SHELF LIFE FOR SIMUNITION[®] PRODUCT LINE

SIMUNITION[®] FX[®] MARKING & NON-MARKING CARTRIDGES

9mm FX[®]

Warranty - 9mm FX[®] Gen1 marking & non-marking cartridges are guaranteed to meet manufacturer's performance specifications for **12 months** from delivery* when stored in the original packaging and in a cool and dry environment (max. 25C / 77F).

Warranty - 9mm FX[®] Gen2 marking & non-marking cartridges are guaranteed to meet manufacturer's performance specifications for **24 months** from delivery* when stored in the original packaging and in a cool and dry environment (max. 25C / 77F).

Shelf Life - 9mm FX[®] marking & non-marking cartridges have a shelf life of **5 years** from delivery* when stored in the original packaging and in a cool and dry environment (max. 25C / 77F). These training cartridges remain suitable and safe for intended use throughout their shelf life; however, they may exhibit reduced performance depending on storage conditions.

5.56mm FX[®]

Warranty - 5.56mm FX[®] marking & non-marking cartridges are guaranteed to meet manufacturer's performance specifications for **12 months** from delivery* when stored in the original packaging and in a cool and dry environment (max. 25C/77F).

Shelf Life - 5.56mm FX[®] marking & non-marking cartridges have a shelf life of **3 years** from delivery* when stored in the original packaging and in a cool and dry environment (max. 25C / 77F). These training cartridges remain suitable and safe for intended use throughout their shelf life; however, they may exhibit reduced performance depending on storage conditions.

SIMUNITION[®] SecuriBlank[®] CARTRIDGES

9mm/5.56mm SECURIBLANK[®]

Warranty - 9mm / 5.56mm SecuriBlank[®] are guaranteed to meet manufacturer's performance specifications for **12 months** from delivery* when stored in the original packaging and in a cool and dry environment (max. 25C / 77F).

Shelf Life - 9mm / 5.56mm SecuriBlank[®] have a shelf life of **5 years** from delivery* when stored in the original packaging and in a cool and dry environment (max. 25C / 77F). These training cartridges remain suitable and safe for intended use throughout their shelf life; however, they may exhibit reduced performance depending on storage conditions.

SIMUNITION[®] FX[®] 9000 SERIES PROTECTIVE EQUIPMENT

Warranty - FX[®] 9000 GLOVES –General Dynamics Ordnance and Tactical Systems-Canada (General Dynamics-OTS Canada) warrants that the goods shall be free from defect in materials and workmanship during the period of **3 months** following the date of delivery*. This warranty is the exclusive warranty given by Simunition[®].

Warranty - FX[®] 9000 SERIES PROTECTIVE EQUIPMENT (except FX[®] 9000 gloves) General Dynamics-OTS Canada warrants that the goods shall be free from defect in materials and workmanship during the period of **12 months** following the date of delivery*. This warranty is the exclusive warranty given by General Dynamics-OTS Canada.

Limitation of Warranty - Simunition[®] FX[®] 9000 Series Protective Equipment (limited to FX[®] 9004 Helmet Head Protector, FX[®] 9000 Protective Throat Collar and FX[®] 9000 Groin Protector for Force-on-Force[®]) are designed for use with both

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Simunition® FX® and Force-on-Force® marking cartridges (5.56mm, 9mm and .38). Use of any other ammunition is dangerous and shall void this warranty.

Note: Normal wear and tear and lens scratches are not covered by this warranty.

SIMUNITION® CONVERSION KITS

Warranty - General Dynamics-OTS Canada warrants that the Simunition® conversion kits and associated components or accessories shall be free from defects in material or workmanship under normal use during the Warranty Period. During the Warranty Period, Simunition® will repair or replace, at no charge, products or parts of a product that proves defective because of improper material or workmanship, under normal use and maintenance. The Warranty Period for the goods is **60 months (5 years)** from delivery*, or 10 000 rounds fired, whichever comes first.

Limitation of Warranty - Simunition® conversion kits are designed to fire Simunition® Reduced Energy cartridges only (FX® marking rounds, SecuriBlank® training blanks). Use of Simunition® conversion kit with any other kind or brand of ammunition shall void the warranty. Normal wear and tear is not covered by this warranty.

SIMUNITION® 9mm FX® MAGAZINE (5308310SP)

Warranty - General Dynamics-OTS Canada warrants that the goods shall be free from defect in materials and workmanship during the period of 1 year following the date of delivery*. This warranty is the exclusive warranty given by General Dynamics-OTS Canada.

Limitation of Warranty - Simunition® 9mm FX® magazine are designed to fire Simunition® Reduced Energy cartridges only (9mm FX® marking rounds, SecuriBlank® training blanks). Use of Simunition® magazine with any other kind or brand of ammunition shall void the warranty. Normal wear and tear is not covered by this warranty.

**For clarity purposes, in the case of Ex Works Incoterm, delivery means goods are packed and ready for pickup by buyer at General Dynamics-OTS Canada's designated facility.*

*Above products are intended only for supervised training conducted in accordance with Simunition® safety training protocols by law enforcement, military and Simunition® approved commercial range programs (in selected markets). The FX® 9000 Series protective equipment has been designed and tested under rigorous laboratory conditions to resist impacts from all FX® Marking Cartridges; For use only with SIMUNITION® FX® MARKING CARTRIDGES, and with FORCE ON FORCE® (FOF) training ammunition in the case of FX® 9004 Helmet Head Protector, FX® 9000 Protective Throat Collar and FX® 9000 Groin Protector. General Dynamics strongly recommends the following minimum stand-off training distances when firing at protected personnel**: 1-foot (30cm) of stand-off distance for all generations of 9mm FX®, .38 FX®, 7.62mm FX® as well as FOF training ammunition. 3-feet (1m) of stand-off distance for all generations of 5.56mm FX® (clipped) and 6-feet (2m) of stand-off distance for all generations of linked 5.56mm FX® ammunition. Due to the nature of the FX® training system, end users must refer to their respective in-service training guidelines and regulations for the authorized force-on-force stand-off distances. General Dynamics shall under no circumstances be liable for any injury, loss or damage, or any indirect, incidental or consequential damage of whatsoever nature resulting from use or misuse of this equipment.*

***Protected personnel is defined as personnel using approved mandatory FX® 9000 Series Protective Equipment head, throat and groin protection and no exposed skin when FX® and FOF training ammunition are used. Concerning head protection, only the FX® 9004 Helmet Head Protector is approved for FOF training ammunition. Simunition® products are in constant evolution towards better overall performance. Actual delivered product may vary slightly from item advertised.*

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Warranty:

In order to obtain warranty service, the purchaser/user must first fill out a warranty service request in order for Simunition[®] to determine the problem and the most appropriate action. The warranty service requests can be found on our website using the Contact Us tab at:

USA: <https://simunition.com/customer-service-form-for-the-usa/>

All other countries: <https://simunition.com/customer-service-form-all-countries-except-usa/>

a) General Dynamics Ordnance and Tactical Systems-Canada Inc. (General Dynamics-OTS Canada) warrants that the Goods shall conform to General Dynamics-OTS Canada's specifications and be free from defects in materials and workmanship during the periods indicated above.

This warranty is the exclusive warranty given by General Dynamics-OTS Canada and is expressly in lieu of all other warranties, express or implied, contractual or statutory, including without limitation fitness for a particular purpose and merchantability.

Buyer's exclusive remedy and General Dynamics-OTS Canada's exclusive liability shall be limited to at General Dynamics-OTS Canada's option either the repair or replacement of nonconforming or defective Goods, provided that Buyer shall have notified General Dynamics-OTS Canada of any such non-conforming or defective Goods within the warranty period and have given General Dynamics-OTS Canada the opportunity to examine the Goods and any relevant records of usage, storage and maintenance.

b) No Goods shall be returned to General Dynamics-OTS Canada without its prior approval. General Dynamics-OTS Canada shall reimburse Buyer all transportation charges incurred by Buyer for returning the Goods as approved and directed by General Dynamics-OTS Canada if examination of the Goods proves General Dynamics-OTS Canada to be at fault. Should such examination prove General Dynamics-OTS Canada not to be at fault, all costs incurred by General Dynamics-OTS Canada in examining the Goods at Buyer's or General Dynamics-OTS Canada's premises shall be reimbursed by Buyer and all return transportation charges shall be Buyer's responsibility.

c) The above warranty shall not apply if the non-conformity or defects complained are caused or contributed to by:

- i) conditions affecting use which are unusual or not reasonably foreseeable;
- ii) failure by Buyer to properly use, store and maintain the Goods in accordance with General Dynamics-OTS Canada's usage, storage and maintenance instructions or in the absence thereof, in accordance with general accepted industry standards;
- iii) failure by Buyer to exercise a reasonable standard of care as would be exercised by a prudent use of the Goods;
- iv) events of force majeure or
- v) repairs or modifications to the Goods carried out by or on behalf of Buyer without General Dynamics-OTS Canada's consent.

INFORMATION PUBLISHED HERIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE