

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and LION First Responders PPE, Inc ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Fire Fighting Equipment, SCBA, and Protective Gear, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Fire Fighting Equipment, SCBA, and Protective Gear, the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2555 for Fire Fighting Equipment, SCBA, and Protective Gear; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2555 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA26210, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as

limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

LION First Responders PPE, Inc
7200 Poe Avenue
Dayton, OH 45385
ATTN: Melissa Kirk
Email: mkirk@lionprotects.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation,

deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
League of Oregon Cities

Dated: February 26, 2026 | 1:56 PM PST

VENDOR:

Signature: Adam Hall

Printed Name: Adam Hall

Title: Sr. Vice President, Sales & Marketing
LION First Responders PPE, Inc

Dated: 2/26/2026

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Firefighting Equipment and Protective Gear	Product Category	Percentage (%) of List Price
Firefighting Equipment	Turnout Gear	35%
Firefighting Equipment	RescueWear Versa Pro/Versa Pro Plus/Wildland Fire Fighting Gear MedPro	15%
Firefighting Equipment	Emergency Medical Response TR51 Urban Search and Rescue, Emergency Medical Operations Protective Ensembles Uniforms	35%
Firefighting Equipment	CBRN	15%
Firefighting Equipment	Helmets	35%
Firefighting Equipment	Gloves	10%
Firefighting Equipment	Footwear	20%
Firefighting Equipment	Particulate Blocking Hoods	15%
Firefighting Equipment	Accessories Turnout Only	35%
Maintenance, Service and Testing	Care and Maintenance	20%
Other	Other Firefighting and Firefighter Equipment	3%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, can be found at <https://www.lionprotects.com/find-a-sales-rep>, and may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to “federal” denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to “federal” are specific to the United States federal government.

ATTACHMENT E

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

RETAIL PRICE LIST

Effective June 16, 2025
Price subject to change without prior notice



2025 LION Customer Policies — Terms/Warranty

2025 LION CUSTOMER POLICIES — TERMS AND CONDITIONS OF DOMESTIC SALE, 48 CONTIGUOUS STATES

These are the General Terms and Conditions of Sale and Delivery (“General Terms”) of Lion First Responder PPE, Inc., with its place of business at 7200 Poe Avenue, Suite #400, Dayton, OH 45414, and companies or enterprises affiliated therewith (hereinafter jointly referred to as “Seller”).

1. APPLICABILITY

- a. These General Terms and Conditions of Delivery and Services apply to all offers, services, deliveries and agreements for the sale of uniforms and personal protective equipment (“PPE”) (all the foregoing hereinafter referred to as “Products”) contracted as such with Seller.
- b. These General Terms may only be departed from if Seller expressly states or acknowledges this in writing.
- c. Other general terms and conditions, including but not limited to the terms and conditions of any counterparty (including but not limited to buyers or commissioning parties, that Seller has concluded an agreement with or is in negotiation of concluding any agreement) (all hereinafter to be referred to as “Buyer”), shall, where not in accordance with these General Terms, be explicitly rejected. Such other general terms and conditions shall only apply if and insofar as explicitly confirmed by Seller in a separate document. These terms and conditions supersede any prior or contemporaneous agreement or correspondence between the parties. Acceptance of these General Terms (including all provisions hereto), is a key stipulation of Seller, and forms an integral part of its offer.

2. OFFERS, CONTRACTS & CHANGES

- a. Unless otherwise stated, Prices listed are suggested retail list and do not include individual distributor discounts, which may vary across product lines.
- b. Unless the offer stipulates a period for acceptance, all offers are non-binding. In all offers, prices stated do not include any state, local or federal governmental taxes, duties and/or customs charges unless specifically stated. Up to one (1) week after acceptance of a non-binding offer, Seller may withdraw the offer. A non-binding offer remains valid for a maximum period of thirty (30) days, unless explicitly stated otherwise in the offer.
- c. The agreement is contracted as soon as Buyer’s full and unconditional acceptance of the offer has been received by Seller. This acceptance implies that the Buyer consents to the applicability of these General Terms and, insofar as necessary, waives the declaration of applicability of the Buyer’s own general terms and conditions of purchase (or of whatever kind).
- d. Seller is only bound by offers and contracts produced and/or concluded by representatives, commercial agents or intermediaries after a written order confirmation by Seller.
- e. Information and data provided by the Buyer to Seller for the purposes of the agreement contracted, such as drawings, etc., will be assumed by Seller to be correct, and Seller will base its offer on such information. Seller is not responsible, and bears no responsibility, for specifications or designs developed and supplied by Buyer and/or information, drawings, etc. supplied by the Buyer as referred to in the preceding sentence, regardless of whether Seller has advised the Buyer thereon. This applies accordingly to parts and materials that the Buyer makes available or prescribes to Seller.
- f. In reading the measures, sizes, weights, colors and technical data contained in the offers, the Buyer agrees to allow for minor discrepancies which do not exceed the normal limits.
- g. All orders are subject to credit department approval.
- h. Delivery, minimums and surcharges of the Products may apply and will vary according to the product line; all such variations will be stated in proposals, quotes or bid documents.
- i. Possession of a price list of Seller does not constitute an offer to sell.
- j. For all turnout gear, a One Hundred and Twenty-Five U.S. Dollar (\$125) (list) minimum order surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Seller’s standard sizing (see appropriate sizing charts). On non-turnout Products, a ten percent (10%) minimum surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Seller’s standard sizing (see appropriate sizing charts).
- k. Seller is entitled to adjust offered or agreed prices if there is a material change in circumstances outside of the control of the Seller, including but not limited to material increases in the costs of labor, materials, transportation or duties, discovered after the offer is made by the Seller or the agreement made by the parties, but before the performance by the Seller.

3. DELIVERY & RISK OF LOSS

- a. For PPE Products, freight term for domestic orders delivered within the 48 contiguous U.S. states is F.O.B. Destination unless otherwise stated on quote.
- b. Contact Seller for terms and conditions of sale for International, Alaskan/Hawaiian or other non-continental U.S. destinations.
- c. No C.O.D. orders.
- d. Unless expressly agreed otherwise, stated delivery times are approximate only and shall not be regarded as contractual deadlines. In the event of late delivery, the Buyer must give Seller due notice before Seller can be in default.
- e. Seller reserves the right to ship partial orders unless complete shipment is stated on the order.
- f. Rush orders for custom make-to-order Products are subject to a twenty percent (20%) rush fee.
- g. The delivery period commences on the date on which Seller has confirmed the order to the Buyer, or otherwise on the date agreed by the parties in writing.
- h. Seller is authorized to determine the method of transport.
- i. The Products shall be delivered by Seller in the packaging it deems appropriate. If the Buyer prescribes different packaging, Seller is entitled to invoice the Buyer separately for the cost of such packaging.
- j. Seller is entitled to have deliveries made or services performed by third parties.
- k. Documentation provided by third party carriers shall be conclusive evidence of proof of delivery and Buyer assumes risk of loss after delivery by carrier to designated destination, and Buyer shall be responsible for insuring Product after delivery.

4. PAYMENT & TRANSFER OF OWNERSHIP

- a. All orders for make-to stock Products are subject to a handling charge of Four and 25/100 U.S. Dollars (\$4.25). All orders amounting to less than Fifty U.S. Dollars (\$50.00) will be subject to a handling charge of Fifteen U.S. Dollars (\$15.00).
- b. All payments must be made within thirty (30) days after the date of invoice, unless any other payment term is explicitly agreed in writing (the “Payment Date”). Payment must be made without any deduction or offsetting, at the offices of Seller or by means of transfer to a bank account stipulated by Seller.
- c. Seller retains full (and sole) ownership of the Products until such time as the due purchase sum, including any statutory interest, and collection costs, has been paid in full and received by Seller, even if the Products have meanwhile been processed or incorporated into other Products.
- d. If the Buyer does not pay by the Payment Date, it shall be deemed to be legally in default without the requirement of any warning or notice of default.
- e. For amounts owed after the Payment Date, Buyer shall pay two percent (2%) interest, or the maximum statutory rate, whichever is greater, as well as legal and other costs incurred in order to secure the performance of the contract, unless otherwise determined by a court judgment.
- f. Buyer shall be liable for collection costs on unpaid sums, which shall amount to the greater of fifteen percent (15%) of the outstanding sum or Three Hundred U.S. Dollars (\$300.00).

continued on next page

RETAIL PRICE LIST

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2025 LION Customer Policies — Terms/Warranty (Continued)

- g. As long as the ownership of the Products delivered has not been transferred to the Buyer: (i) the Buyer is not permitted to transfer the ownership of the Products delivered, to encumber these Products with real rights or rights under the law of obligations, or to alienate them under any title whatsoever except agreed in writing; (ii) the Buyer is obliged to observe due care in maintaining custody of the Products and to hold them as the identifiable property of Seller (any marks or signs of Seller applied in, on or to the Products delivered must remain clearly visible; and (iii) the Buyer is obliged to store Products delivered that are defined exclusively by type and weight separately and ensure that they are clearly identifiable as property of Seller.
- h. Seller is entitled to reclaim the Products delivered under retention of title, if and insofar as the Buyer remains in default of the fulfillment of any obligation toward Seller, or in the opinion of Seller, is unable to pay the amounts owed.
- i. The Buyer hereby grants Seller nunc pro tunc the irrevocable right to enter the Buyer's business premises or to allow a third party designated by Seller to do so in the event that Seller wishes to reclaim the delivered Products.

5. RETURNS

- a. The Buyer must contact Seller within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. Seller will not accept Products returned without written permission. Except for items covered under Seller's warranty:
 - i. Products that have been worn, laundered, altered or soiled are non-returnable;
 - ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;
 - iii. Custom manufactured, custom sizes, made-to-order and special cut Products are non-returnable;
 - iv. Products that have been discontinued or redesigned are non-returnable;
 - v. Boots that have been worn are non-returnable;
 - vi. CBRN Products are non-returnable.
- b. Return of stock Products are subject to a fifteen percent (15%) restocking fee for PPE and 25% for uniforms.
- c. Custom made-to-order Products are not returnable.
- d. Amounts due Seller in no case shall be entitled for offset by Buyer.

6. FORCE MAJEURE

- a. Except for the payment of money, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that the delay or failure is caused by a Force Majeure Event. A Force Majeure Event shall mean any act of God; war; riot; civil strife; act of terrorism, domestic or foreign; embargo; governmental rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; epidemic, pandemic, outbreak of communicable disease, viral outbreak, quarantine or national or regional emergency; action of any governmental authority; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party delayed or unable to perform (the "Delayed Party"); or any other events or circumstances not within the reasonable control of the Delayed Party, whether similar or dissimilar to any of the foregoing.

If any Force Majeure Event occurs, the Delayed Party shall give prompt notice to the other party (the "Affected Party"), and the Delayed Party, upon giving prompt notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure Event, provided, however, that the Delayed Party shall take all reasonable steps and cooperate with the Affected Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of non-performance, the Affected Party may terminate this Agreement.

7. DISPUTES & APPLICABLE LAW

- a. All legal relationships between the parties are governed exclusively by the laws of the state of Ohio.
- b. The Vienna Sales Convention (CISG) is not applicable, nor are any other international rulings from which exclusion is permitted.
- c. All disputes will be settled exclusively by a court of competent jurisdiction in Dayton, Ohio. Nonetheless, the parties will first attempt in good faith to resolve any dispute or claim amicably through negotiations between representatives of each party with authority to settle the relevant dispute.
- d. No action by a Buyer may be brought at any time more than twelve (12) months after the facts occurred upon which the cause of action arose.

8. LIMITATION OF LIABILITY

Seller assumes no liability for consequential damages, incidental damages, anticipated or lost profits, indirect damages, loss of time, or other losses incurred by Customer or any third party in connection with the Products.

9. INTELLECTUAL & INDUSTRIAL PROPERTY RIGHTS

- a. All rights of intellectual property with regard to the Products and/or services as well as the designs, drawings, software, documentation and all other materials developed and/or used in the preparation or performance of the agreement between Seller and the Buyer or agreements resulting there from are owned by and vest exclusively in Seller. The delivery of Products and/or services does not transfer intellectual property rights.
- b. The Buyer acquires only a license for the non-exclusive and non-transferable right to use the Products and results of the services for the agreed purposes. The license is only valid if the Buyer fulfils the financial obligations connected with making available the relevant intellectual property.
- c. The license applies solely to the use of the design or invention in question by the Buyer alone. Use of the license by third parties is not permitted except after written permission has been obtained by Seller.
- d. Without the prior written consent of Seller, the Buyer shall not in any way disclose, duplicate, reverse-engineer or allow third-party access to any or all of the Products, services, and results thereof.
- e. The Buyer shall not remove or alter references of Seller or its Sellers concerning copyrights, trademarks, trade names or other intellectual property rights.
- f. Seller warrants that it is authorized to extend the rights of use as described above to the Buyer, and indemnifies the Buyer against any claims of third parties in this regard. This provision does not apply if and insofar as the Products, services and/or their results are altered and/or if they are delivered in conjunction with Products of third parties, in this latter case excepting where the Buyer demonstrates that the claims of third parties pertain exclusively to the Products, services and/or results delivered by Seller.

10. TERMINATION

- a. Seller is entitled to terminate any agreements with Buyer in the event of:
 - i. the Buyer's late payment of amounts due or a suspension of Buyer's payments;
 - ii. the Buyer's filing bankruptcy;
 - iii. the Buyer's being placed under trusteeship; or
 - iv. liquidation of the Buyer's business.
- b. Termination of an agreement by either party renders all outstanding claims between the parties immediately fully payable. The Buyer is liable for the damages suffered by Seller, including but not limited to loss of profit (calculated at a minimum of 25% of the sales price) and freight costs.

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RETAIL PRICE LIST

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2025 LION Customer Policies — Terms/Warranty (Continued)

11. WARRANTY

- a. Seller warrants that all its firefighter and emergency responder protective clothing, NFPA certified uniforms and equipment meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such Products are free from any defect in workmanship or any patent material defect. Non-certified uniforms are not warranted to be compliant with NFPA standards.
- b. Conditions of use are outside the control of Seller. It is the responsibility of Buyer to inspect and maintain the product to assure it remains fit for its intended purpose. In order to maximize the useful life of these Products and maintain the warranty, the Products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the Products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty.
- c. If the agreement involves the processing of material supplied by the Buyer, Seller warrants the product incorporating the material for a period of six (6) months after delivery. If the processing proves to be unsound, Seller may, at its own discretion, either remedy the fault or perform the processing again using material to be delivered by the Buyer, or refund a proportionate amount of the agreed contract price.
- d. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS
- e. Under the above warranties, Seller will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Buyer's sole remedy and Seller will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Buyer's use of such Product.
- f. The Products replaced under this warranty will be the property of Seller.
- g. These warranty obligations apply only to any Product, part or component which is returned to Seller or a Seller Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Seller agrees to be defective as covered by this warranty.
- h. The word "Product" in section g above includes the Product itself and any parts or labor furnished by Seller with the sales, delivery or servicing of the Product.
- i. USEFUL LIFE: Useful life is the period of time that Product, which has been properly cared for, can be expected to provide reasonable limited protection.
- j. Turnout Gear: NFPA 1971 performance requirements are based on new, unworn Garments and composites. Useful life is the period of time that Garments that have been properly cared for can be expected to provide reasonable limited protection. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear and improper maintenance and/or storage. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost.
- k. Helmets: NFPA 1971 performance requirements are based on new, unworn Helmets. Useful life is the period of time that the Product, which has been properly cared for, can be expected to provide reasonable limited protection. Useful life of Helmets or Helmet components can be as little as 3 to 5 years with heavy wear and tear and improper maintenance and/or storage. Useful life can be as long as 7 to 10 years if Helmets have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. In compliance with NFPA 1851, Helmets must be retired no more than 10 years from the date of manufacture.
- l. LION will replace any helmet shells, impact caps and suspension systems damaged during normal fire department firefighting activities, for a period up to five (5) years after date of manufacture, and all other components for 18 months.
- m. NFPA 1992 and 1994 Garments: Useful life will vary according to type and frequency of use, along with the weight and type of materials used in the product. Useful life is normally five (5) wearings or five (5) launderings, depending upon the conditions of wear, maintenance and storage. Other factors may require the garment to be retired before it has been worn or laundered five (5) times. Useful life is unlikely to be more than 10 years. Garments 10 years old must be retired! Useful life will vary according to type and frequency of use, along with the weight and type of materials used in the product. Useful life is normally five (5) wearings or five (5) launderings, depending upon the conditions of wear, maintenance and storage. Other factors may require the garment to be retired before it has been worn or laundered five (5) times. Useful life is unlikely to be more than 10 years. Garments 10 years old must be retired!
- n. "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture. On helmets, chipped or cracked shells, or broken impact caps.
- o. This limited warranty does not cover the following items after receipt of the product by Buyer:
 - i. Claims made after thirty (30) days from the date of receipt for damage caused by shipment, incorrect materials, misplacement or other minor errors with lettering, parts or suspenders; size or quantity discrepancies, design or pattern errors, and minor sewing irregularities;
 - ii. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light;
 - iii. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing;
 - iv. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.);
 - v. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean);
 - vi. Damage caused by repair work not performed to factory specifications;
 - vii. Damage from routine exposure to common hazards which may cause stains, rips, tears, burn damage or abrasion, including but not limited to trim, knit components, cuff hems and other high wear areas;
 - viii. Loss of retroreflectivity of reflective trim due to normal wear and tear and/or heat exposure;
 - ix. Detachment of reflective trim due to thread abrasion and/or heat exposure;
 - x. Replacement of zippers or closures worn partially sealed and/or damaged by heavy wear and tear after 1 year
 - xi. Missing, lost, or broken hardware, including buttons, snaps and rivets, after 1 year.
 - xii. Loose or broken stitching if caused by normal wear and tear.

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PPE AND UNIFORMS (U.S.) - (Updated 6/5/2025)

These are the General Terms and Conditions of Sale and Delivery (“General Terms”) of Lion First Responder PPE, Inc., with its place of business at 7200 Poe Avenue, Suite #400, Dayton, OH 45414, and companies or enterprises affiliated therewith (hereinafter jointly referred to as “Seller”).

1. APPLICABILITY

- These General Terms and Conditions of Delivery and Services apply to all offers, services, deliveries and agreements for the sale of uniforms and personal protective equipment (“PPE”) (all the foregoing hereinafter referred to as “Products”) contracted as such with Seller.
- These General Terms may only be departed from if Seller expressly states or acknowledges this in writing.
- Other general terms and conditions, including but not limited to the terms and conditions of any counterparty (including but not limited to buyers or commissioning parties, that Seller has concluded an agreement with or is in negotiation of concluding any agreement) (all hereinafter to be referred to as “Buyer”), shall, where not in accordance with these General Terms, be explicitly rejected. Such other general terms and conditions shall only apply if and insofar as explicitly confirmed by Seller in a separate document. These terms and conditions supersede any prior or contemporaneous agreement or correspondence between the parties. Acceptance of these General Terms (including all provisions hereto), is a key stipulation of Seller, and forms an integral part of its offer.

2. OFFERS, CONTRACTS & CHANGES

- Unless otherwise stated, Prices listed are suggested retail list and do not include individual distributor discounts, which may vary across product lines.
- Unless the offer stipulates a period for acceptance, all offers are non-binding. In all offers, prices stated do not include any state, local or federal governmental taxes, duties and/or customs charges unless specifically stated. Up to one (1) week after acceptance of a non-binding offer, Seller may withdraw the offer. A non-binding offer remains valid for a maximum period of thirty (30) days, unless explicitly stated otherwise in the offer.
- The agreement is contracted as soon as Buyer’s full and unconditional acceptance of the offer has been received by Seller. This acceptance implies that the Buyer consents to the applicability of these General Terms and, insofar as necessary, waives the declaration of applicability of the Buyer’s own general terms and conditions of purchase (or of whatever kind).
- Seller is only bound by offers and contracts produced and/or concluded by representatives, commercial agents or intermediaries after a written order confirmation by Seller.
- Information and data provided by the Buyer to Seller for the purposes of the agreement contracted, such as drawings, etc., will be assumed by Seller to be correct, and Seller will base its offer on such information. Seller is not responsible, and bears no responsibility, for specifications or designs developed and supplied by Buyer and/or information, drawings, etc. supplied by the Buyer as referred to in the preceding sentence, regardless of whether Seller has advised the Buyer thereon. This applies accordingly to parts and materials that the Buyer makes available or prescribes to Seller.
- In reading the measures, sizes, weights, colors and technical data contained in the offers, the Buyer agrees to allow for minor discrepancies which do not exceed the normal limits.
- All orders are subject to credit department approval.
- Delivery, minimums and surcharges of the Products may apply and will vary according to the product line; all such variations will be stated in proposals, quotes or bid documents.
- Possession of a price list of Seller does not constitute an offer to sell.
- For all turnout gear, a One Hundred and Twenty-Five U.S. Dollar (\$125) (list) minimum order surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Seller’s standard sizing (see appropriate sizing charts). On non-turnout Products, a ten percent (10%) minimum surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Seller’s standard sizing (see appropriate sizing charts).
- Seller is entitled to adjust offered or agreed prices if there is a material change in circumstances outside of the control of the Seller, including but not limited to material increases in the costs of labor, materials, transportation or duties, discovered after the offer is made by the Seller or the agreement made by the parties, but before the performance by the Seller.

3. DELIVERY & RISK OF LOSS

- For PPE Products, freight term for domestic orders delivered within the 48 contiguous U.S. states is F.O.B. Destination unless otherwise stated on quote.
- Contact Seller for terms and conditions of sale for International, Alaskan/Hawaiian or other non-continental U.S. destinations.
- No C.O.D. orders.
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- Seller reserves the right to ship partial orders unless complete shipment is stated on the order.
- Rush orders for custom make-to-order Products are subject to a twenty percent (20%) rush fee.
- The delivery period commences on the date on which Seller has confirmed the order to the Buyer, or otherwise on the date agreed by the parties in writing.
- Seller is authorized to determine the method of transport.
- The Products shall be delivered by Seller in the packaging it deems appropriate. If the Buyer prescribes different packaging, Seller is entitled to invoice the Buyer separately for the cost of such packaging.
- Seller is entitled to have deliveries made or services performed by third parties.
- Documentation provided by third party carriers shall be conclusive evidence of proof of delivery and Buyer assumes risk of loss after delivery by carrier to designated destination, and Buyer shall be responsible for insuring Product after delivery.

4. PAYMENT & TRANSFER OF OWNERSHIP

- All orders for make-to stock Products are subject to a handling charge of Four and 25/100 U.S. Dollars (\$4.25). All orders amounting to less than Fifty U.S. Dollars (\$50.00) will be subject to a handling charge of Fifteen U.S. Dollars (\$15.00).
- All payments must be made within thirty (30) days after the date of invoice, unless any other payment term is explicitly agreed in writing (the “Payment Date”). Payment must be made without any deduction or offsetting, at the offices of Seller or by means of transfer to a bank account stipulated by Seller.
- Seller retains full (and sole) ownership of the Products until such time as the due purchase sum, including any statutory interest, and collection costs, has been paid in full and received by Seller, even if the Products have meanwhile been processed or incorporated into other Products.
- If the Buyer does not pay by the Payment Date, it shall be deemed to be legally in default without the requirement of any warning or notice of default.
- For amounts owed after the Payment Date, Buyer shall pay two percent (2%) interest, or the maximum statutory rate, whichever is greater, as well as legal and other costs incurred in order to secure the performance of the contract, unless otherwise determined by a court judgment.

- Buyer shall be liable for collection costs on unpaid sums, which shall amount to the greater of fifteen percent (15%) of the outstanding sum or Three Hundred U.S. Dollars (\$300.00).
- As long as the ownership of the Products delivered has not been transferred to the Buyer: (i) the Buyer is not permitted to transfer the ownership of the Products delivered, to encumber these Products with real rights or rights under the law of obligations, or to alienate them under any title whatsoever except agreed in writing; (ii) the Buyer is obliged to observe due care in maintaining custody of the Products and to hold them as the identifiable property of Seller (any marks or signs of Seller applied in, on or to the Products delivered must remain clearly visible; and (iii) the Buyer is obliged to store Products delivered that are defined exclusively by type and weight separately and ensure that they are clearly identifiable as property of Seller.
- Seller is entitled to reclaim the Products delivered under retention of title, if and insofar as the Buyer remains in default of the fulfillment of any obligation toward Seller, or in the opinion of Seller, is unable to pay the amounts owed.
- The Buyer hereby grants Seller nunc pro tunc the irrevocable right to enter the Buyer’s business premises or to allow a third party designated by Seller to do so in the event that Seller wishes to reclaim the delivered Products.

5. RETURNS

- The Buyer must contact Seller within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. Seller will not accept Products returned without written permission. Except for items covered under Seller’s warranty:
 - Products that have been worn, laundered, altered or soiled are non-returnable;
 - Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;
 - Custom manufactured, custom sizes, made-to-order and special cut Products are non-returnable;
 - Products that have been discontinued or redesigned are non-returnable;
 - Boots that have been worn are non-returnable;
 - CBRN Products are non-returnable.
- Return of stock Products are subject to a fifteen percent (15%) restocking fee for PPE and 25% for uniforms.
- Custom made-to-order Products are not returnable.
- Amounts due Seller in no case shall be entitled for offset by Buyer.

6. FORCE MAJEURE

- Except for the payment of money, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that the delay or failure is caused by a Force Majeure Event. A Force Majeure Event shall mean any act of God; war; riot; civil strife; act of terrorism, domestic or foreign; embargo; governmental rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; epidemic, pandemic, outbreak of communicable disease, viral outbreak, quarantine or national or regional emergency; action of any governmental authority; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party delayed or unable to perform (the “Delayed Party”); or any other events or circumstances not within the reasonable control of the Delayed Party, whether similar or dissimilar to any of the foregoing.

If any Force Majeure Event occurs, the Delayed Party shall give prompt notice to the other party (the “Affected Party”), and the Delayed Party, upon giving prompt notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure Event; provided, however, that the Delayed Party shall take all reasonable steps and cooperate with the Affected Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of non-performance, the Affected Party may terminate this Agreement.

7. DISPUTES & APPLICABLE LAW

- All legal relationships between the parties are governed exclusively by the laws of the state of Ohio.
- The Vienna Sales Convention (CISG) is not applicable, nor are any other international rulings from which exclusion is permitted.
- All disputes will be settled exclusively by a court of competent jurisdiction in Dayton, Ohio. Nonetheless, the parties will first attempt in good faith to resolve any dispute or claim amicably through negotiations between representatives of each party with authority to settle the relevant dispute.
- No action by a Buyer may be brought at any time more than twelve (12) months after the facts occurred upon which the cause of action arose.

8. LIMITATION OF LIABILITY

Seller assumes no liability for consequential damages, incidental damages, anticipated or lost profits, indirect damages, loss of time, or other losses incurred by Customer or any third party in connection with the Products.

9. INTELLECTUAL & INDUSTRIAL PROPERTY RIGHTS

- All rights of intellectual property with regard to the Products and/or services as well as the designs, drawings, software, documentation and all other materials developed and/or used in the preparation or performance of the agreement between Seller and the Buyer or agreements resulting there from are owned by and vest exclusively in Seller. The delivery of Products and/or services does not transfer intellectual property rights.
- The Buyer acquires only a license for the non-exclusive and non-transferable right to use the Products and results of the services for the agreed purposes. The license is only valid if the Buyer fulfills the financial obligations connected with making available the relevant intellectual property.
- The license applies solely to the use of the design or invention in question by the Buyer alone. Use of the license by third parties is not permitted except after written permission has been obtained by Seller.
- Without the prior written consent of Seller, the Buyer shall not in any way disclose, duplicate, reverse-engineer or allow third-party access to any or all of the Products, services, and results thereof.
- The Buyer shall not remove or alter references of Seller or its Sellers concerning copyrights, trademarks, trade names or other intellectual property rights.
- Seller warrants that it is authorized to extend the rights of use as described above to the Buyer, and indemnifies the Buyer against any claims of third parties in this regard. This provision does not apply if and insofar as the Products, services and/or their results are altered and/or if they are delivered in conjunction with Products of third parties, in this latter case excepting where the Buyer demonstrates that the claims of third parties pertain exclusively to the Products, services and/or results delivered by Seller.

10. TERMINATION

- Seller is entitled to terminate any agreements with Buyer in the event of:
 - the Buyer’s late payment of amounts due or a suspension of Buyer’s payments;

- i. the Buyer's filing bankruptcy;
 - ii. the Buyer's being placed under trusteeship; or
 - iii. liquidation of the Buyer's business.
- b. Termination of an agreement by either party renders all outstanding claims between the parties immediately fully payable. The Buyer is liable for the damages suffered by Seller, including but not limited to loss of profit (calculated at a minimum of 25% of the sales price) and freight costs.

2. WARRANTY

- a. Seller warrants that all its firefighter and emergency responder protective clothing, NFPA certified uniforms and equipment meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such Products are free from any defect in workmanship or any patent material defect. Non-certified uniforms are not warranted to be compliant with NFPA standards.
- b. Conditions of use are outside the control of Seller. It is the responsibility of Buyer to inspect and maintain the product to assure it remains fit for its intended purpose. In order to maximize the useful life of these Products and maintain the warranty, the Products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the Products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty.
- c. If the agreement involves the processing of material supplied by the Buyer, Seller warrants the product incorporating the material for a period of six (6) months after delivery. If the processing proves to be unsound, Seller may, at its own discretion, either remedy the fault or perform the processing again using material to be delivered by the Buyer, or refund a proportionate amount of the agreed contract price.
- d. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS
- e. Under the above warranties, Seller will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Buyer's sole remedy and Seller will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Buyer's use of such Product.
- f. The Products replaced under this warranty will be the property of Seller.
- g. These warranty obligations apply only to any Product, part or component which is returned to Seller or a Seller Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Seller agrees to be defective as covered by this warranty.
- h. The word "Product" in section g above includes the Product itself and any parts or labor furnished by Seller with the sales, delivery or servicing of the Product.
- i. USEFUL LIFE: Useful life is the period of time that Product, which has been properly cared for, can be expected to provide reasonable limited protection.
- j. Turnout Gear: NFPA 1971 performance requirements are based on new, unworn Garments and composites. Useful life is the period of time that Garments that have been properly cared for can be expected to provide reasonable limited protection. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear and improper maintenance and/or storage. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture A Garment should be retired when the costs of repair would exceed 50% of the replacement cost.
- k. Helmets: NFPA 1971 performance requirements are based on new, unworn Helmets. Useful life is the period of time that the Product, which has been properly cared for, can be expected to provide reasonable limited protection. Useful life of Helmets or Helmet components can be as little as 3 to 5 years with heavy wear and tear and improper maintenance and/or storage. Useful life can be as long as 7 to 10 years if Helmets have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. In compliance with NFPA 1851, Helmets must be retired no more than 10 years from the date of manufacture.
- l. LION will replace any helmet shells, impact caps and suspension systems damaged during normal fire department firefighting activities, for a period up to five (5) years after date of manufacture, and all other components for 18 months.
- m. NFPA 1992 and 1994 Garments: Useful life will vary according to type and frequency of use, along with the weight and type of materials used in the product. Useful life is normally five (5) wearings or five (5) launderings, depending upon the conditions of wear, maintenance and storage. Other factors may require the garment to be retired before it has been worn or laundered five (5) times. Useful life is unlikely to be more than 10 years. Garments 10 years old must be retired! Useful life will vary according to type and frequency of use, along with the weight and type of materials used in the product. Useful life is normally five (5) wearings or five (5) launderings, depending upon the conditions of wear, maintenance and storage. Other factors may require the garment to be retired before it has been worn or laundered five (5) times. Useful life is unlikely to be more than 10 years. Garments 10 years old must be retired!
- n. "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture. On helmets, chipped or cracked shells, or broken impact caps.
- o. This limited warranty does not cover the following items after receipt of the product by Buyer:
 - i. Claims made after thirty (30) days from the date of receipt for damage caused by shipment, incorrect materials, misplacement or other minor errors with lettering, parts or suspenders; size or quantity discrepancies, design or pattern errors, and minor sewing irregularities;
 - ii. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light;
 - iii. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing;
 - iv. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.);
 - v. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean);
 - vi. Damage caused by repair work not performed to factory specifications;
 - vii. Damage from routine exposure to common hazards which may cause stains, rips, tears, burn damage or abrasion, including but not limited to trim, knit components, cuff hems and other high wear areas;
 - viii. Loss of retroreflectivity of reflective trim due to normal wear and tear and/or heat exposure;
 - ix. Detachment of reflective trim due to thread abrasion and/or heat exposure;
 - x. Replacement of zippers or closures worn partially sealed and/or damaged by heavy wear and tear after 1 year
 - xi. Missing, lost, or broken hardware, including buttons, snaps and rivets, after 1 year.

- xii. Loose or broken stitching if caused by normal wear and tear.