

## Cautionary Statement

All Products sold and distributed by the Kuriyama Fire Products division of Kuriyama of America, Inc. are commodities and are sold based on each product's ability to perform within its published specifications. The Products are not sold for particular purposes, uses or applications. Purchasers and users are solely responsible for determining whether the Products are suitable for the purchaser's and user's intended purposes, uses or applications. Purchasers and users should conduct their own engineering studies or tests, or retain qualified engineers, consultants or testing laboratories in order to determine whether the Products are suitable or proper for any intended purposes, uses or applications.

Purchasers and users shall follow all instructions contained in KFP's catalogs, brochures, technical bulletins and other documents regarding the Products. The Products, including any hoses, tubing or couplings, may fail due to the use or conveyance of substances at elevated or lowered temperatures or at excessive pressure, the conveyance of abrasive, injurious, flammable, explosive or damaging substances.

Hose or tubing used in bent configurations will be subjected to increased abrasion. Hose clamps or couplings may loosen after initial installation and all sections of hose and tubing including connections, couplings, clamps, conductivity and bonding should be inspected frequently, regularly and consistently, and should be replaced, adjusted or re-tightened to avoid leakage, prevent personal injury or property damage, and for general safety purposes.

Purchasers or users of the Products should frequently and consistently inspect the Products, including examining the tube and cover, conditions of the hose or tubing, and identifying, repairing or replacing all sections showing cracking, blistering, separations, internal or external abrasions, leaking or slipped couplings or connections, followed by conducting a proper proof test.

## Kuriyama Fire Products Limited Warranty

Kuriyama Fire Products conform to NFPA standards. KFP warrants to the purchasers of its Products that the following KFP hoses will be free from defects in material and workmanship for ten (10) years from the date of sale by KFP: Jafrib, JAFx4, ARMTEX One, ARMTEX HP, double jacket ARMTEX Attack, Attack Lite, Jaflite HD, Jaflite and single jacket KS6. The Forest-Lite Type 1, Type 2, Mop Up, Armored Reel and FS-BLK suction hoses will be free from defects in material and workmanship for (1) one year from the date of sale by KFP. KFP nozzles will be free from defects in material and workmanship for five (5) years from the date of sale by KFP.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

KFP's limited warranty does not apply to or cover tears or punctures caused by dragging or catching on items on the fire ground during or after suppression or training activities. It also does not apply to normal wear and tear, abrasion, snags, tears, cuts, punctures, holes, burning, melting, chemical attack or contamination, or any damage resulting from misuse, abuse, accident, mistreatment, or neglect that may leave the fire hose unfit for service. KFP's limited warranty does not apply to any Products that have been altered, modified, repaired or reworked by anyone other than KFP or that have been used in any manner that is inconsistent with the above Cautionary Statement or any instructions or specifications provided with or for the Product.

If a Product is defective, KFP shall, at its discretion, either: (1) refund the purchase price paid to KFP for the defective Products, on a non-prorated basis; (2) repair any defective Products or defective part; or (3) replace any defective Product upon its authorized return to KFP.

## Limitation of Liability and Exclusion of Remedies

IN ALL SITUATIONS, THE LIABILITY OF KFP AND KURIYAMA OF AMERICA AND THE REMEDY OF ANY CUSTOMER OR USER OF THE PRODUCTS SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO THE REFUND, REPAIR OR REPLACEMENT OF THE PRODUCTS AS STATED ABOVE.

IN NO EVENT SHALL KFP, KURIYAMA OF AMERICA, ITS AFFILIATES OR ANY MANUFACTURER OF THE PRODUCTS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, WHETHER OR NOT CAUSED BY OR RESULTING FROM ANY NEGLIGENCE BY KFP AND/OR THE PRODUCT MANUFACTURER.

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