

RONIN

ARMOURSYSTEMS

UMBRA

FX[®] Simunition[®] Protection



Product Sheet for 'UMBRA' FX[®] Simunition[®] Protection Inserts

To order or find more information, please visit roninarmour.com/umbra

Revision A - EN

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ABOUT RONIN ARMOUR SYSTEMS

Located in a small city on the edge of Southern Jutland in Denmark near the German border, we help contribute to keeping a long-standing local tradition of craftsmanship alive.

We pride ourselves on keeping our manufacturing in-house, focusing on quality, consistency, reliability, and a great internal emphasis on keeping our personnel happy and satisfied to avoid mishaps and oversights.

We design, draft and produce all of our soft products, both ballistic and non-ballistic, in our own facility that houses dedicated design, prototyping, cutting, drafting, sewing, sealing and packaging workshops.

BEYOND SURVIVABILITY

We go beyond survivability with our products and have extensively focused on multi-hit performance with increased safety margins so our end-users can have peace of mind that their armour will perform when they need it the most.

Similarly, no armour provides any protection if it isn't worn.

Because of this, we emphasise comfort, of which weight and flexibility are the primary criteria.



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All pictures shown in this catalog are for illustration purposes only. Due to different production periods and product enhancements, actual products may vary in appearance. WARNING: Certain powder, projectile and barrel length combinations will exceed the capabilities of the armour shown.



UMBRA™

FX® Simunition® TRAINING INSERTS

Our UMBRA™ lineup is designed to allow operators to realistically train using FX® Simunition® in force-on-force scenarios while wearing their vests or platforms of choice without needlessly fatiguing their ballistic panels or forgoing the structural rigidity they provide.

AVOID THE BRUISING, KEEP THE FUNCTION

Featuring a CURV® IMPACT™ strike-face, UMBRA™ panels help mitigate and disperse energy across a larger surface area than pure foam inserts, allowing end users to easily distinguish and call shots without having to deal with bruising after a training session.

Below the strike-face is a low-density Evazote® EV50 layer at a thickness of 4.5 millimetres (0.17"), providing adequate "bulk" to the vest, ensuring no void content within the platform cavity, and preventing the panel from shifting around when worn.

TRAIN WITHOUT THE SAG

Removing the ballistic panels from any vest or platform will introduce a significant amount of sag, making pouches and containers fastened dangle around or disallow high-retention mags from properly releasing magazines entirely.

Apart from functioning as a strike-face, the composite CURV® IMPACT™ layer allows the panel to be self-structured while remaining flexible, letting end users seamlessly perform gear drills without fighting against a floppy vest or platform.

To learn more, please visit roninarmour.com/umbra

NOTE: UMBRA™ inserts are non-ballistic and are NOT intended to be worn with ballistic body armour as a trauma pad or as a ballistic insert ICW (in conjunction with) hard-armour plates.

No impact-absorbing material can prevent all injuries that may occur when the body is subjected to impact. RONIN ARMOUR ApS makes no representation or warranty that UMBRA™ will prevent such injuries.

The user of any protective gear should be aware of the limitations of the equipment and should exercise reasonable care and caution in undertaking activities that may cause damage to the body.

UMBRA™ STANDARD MODEL MATRIX

The below matrix provides an overview of our standard offerings and lists applicable details. For bespoke sizes and cuts, please contact us at roninarmour.com/contact or oem@roninarmour.com

| ORDER ID | MODEL | SIZE | CUT | WEIGHT | THICKNESS | PROTECTIVE AREA |
|----------|-------|-------------------------------------|---------------|---------------|----------------|---|
| R621 | - | NATO SMALL - 20×25 cm (8×10") | SAPI CUT | 18 g (0.6 oz) | 4.5 mm (0.17") | 504.8 cm ² (78.2 in ²) |
| R620 | - | NATO STANDARD - 25×30 cm (10×12") | SAPI CUT | 27 g (1 oz) | 4.5 mm (0.17") | 762.7 cm ² (118.2 in ²) |
| R615 | - | SAPI XS - 18.4×29.2 cm (7.25×11.5") | SAPI CUT | 19 g (0.7 oz) | 4.5 mm (0.17") | 537.7 cm ² (83.2 in ²) |
| R616 | - | SAPI S - 22.2×29.8 cm (8.75×11.75") | SAPI CUT | 23 g (0.8 oz) | 4.5 mm (0.17") | 649.5 cm ² (100.6 in ²) |
| R617 | - | SAPI M - 24.1×31.7 cm (9.5×12.5") | SAPI CUT | 27 g (1 oz) | 4.5 mm (0.17") | 749.5 cm ² (116.2 in ²) |
| R618 | - | SAPI L - 26×33.6 cm (10.25×13.25") | SAPI CUT | 30 g (1 oz) | 4.5 mm (0.17") | 846.8 cm ² (131.25 in ²) |
| R619 | - | SAPI XL - 28×35.5 cm (11×14") | SAPI CUT | 35 g (1.2 oz) | 4.5 mm (0.17") | 963 cm ² (149.25 in ²) |
| R623 | - | SIZE SMALL - 20×25 cm (8×10") | SHOOTER'S CUT | 17 g (0.6 oz) | 4.5 mm (0.17") | 483.4 cm ² (74.9 in ²) |
| R622 | - | SIZE LARGE - 25×30 cm (10×12") | SHOOTER'S CUT | 27 g (1 oz) | 4.5 mm (0.17") | 743.8 cm ² (115.3 in ²) |
| R624 | - | SIDEPLATE - 15×15 cm (6×6") | SQUARE CUT | 9 g (0.3 oz) | 4.5 mm (0.17") | 247.5 cm ² (38.3 in ²) |
| R625 | - | SIDEPLATE - 15×20 cm (6×8") | SQUARE CUT | 12 g (0.4 oz) | 4.5 mm (0.17") | 322.5 cm ² (50 in ²) |
| R632 | - | NATO SMALL - 20×25 cm (8×10") | SQUARE CUT | 19 g (0.7 oz) | 4.5 mm (0.17") | 514.7 cm ² (79.8 in ²) |
| R631 | - | NATO STANDARD - 25×30 cm (10×12") | SQUARE CUT | 28 g (1 oz) | 4.5 mm (0.17") | 773.5 cm ² (119.9 in ²) |
| R626 | - | SAPI XS - 18.4×29.2 cm (7.25×11.5") | SQUARE CUT | 20 g (0.7 oz) | 4.5 mm (0.17") | 562.7 cm ² (87.2 in ²) |
| R627 | - | SAPI S - 22.2×29.8 cm (8.75×11.75") | SQUARE CUT | 25 g (0.9 oz) | 4.5 mm (0.17") | 684.9 cm ² (106.1 in ²) |
| R628 | - | SAPI M - 24.1×31.7 cm (9.5×12.5") | SQUARE CUT | 28 g (1 oz) | 4.5 mm (0.17") | 789.7 cm ² (122.4 in ²) |
| R629 | - | SAPI L - 26×33.6 cm (10.25×13.25") | SQUARE CUT | 32 g (1.1 oz) | 4.5 mm (0.17") | 896.8 cm ² (139 in ²) |
| R630 | - | SAPI XL - 28×35.5 cm (11×14") | SQUARE CUT | 37 g (1.3 oz) | 4.5 mm (0.17") | 1017.3 cm ² (157.7 in ²) |

ALL SIZE DIMENSIONS ARE ± 6 MM, AND ALL WEIGHTS ARE ± 5% OR ± 230g OR WHICHEVER IS GREATER.

UMBRA™ - MATERIALS & INFORMATION

| | |
|------------------------|----------------------------|
| MITIGATION | CURV® Impact™ |
| DISPERSION | Autoclaved Evazote® EV50 |
| BONDING | Solvent Based SBR Adhesive |
| THREAD | Dyneema® SK75 |
| COVER | DWR & TPU coated Polyamide |
| COUNTRY OF ORIGIN | Denmark |
| WARRANTY (PROPERTIES) | 5 years |
| WARRANTY (WORKMANSHIP) | 1 year |

UMBRA™ DATA

| | |
|---------------|---|
| AREAL DENSITY | 0.36 kg/m ² (0.07 lb/ft ²) |
| THICKNESS | 4.5 mm (0.17") |
| FLEXIBILITY | 95 N (21.35 lbf) ¹ |

¹ Flexibility test is done per ASTM D4032-92

INDUSTRY-LEADING **WEAR RESISTANCE**

As standard, every soft insert features a cover consisting of a 78 Dtex polyamide fabric weighing 150 g/m², with an outer DWR coating and an internal TPU laminate.

We seal using a two-step process: a mix of laminated heat-treated thermoplastic polyurethane pre-heated in a moulded perimeter, ensuring flexibility and leak-free creases around corners and bends, followed by an ultrasonic edge weld which binds all coatings and layers together for abrasion resistance and perimeter protection.

The cover is black by default, but custom colours and patterns are available upon request. Please note that minimum order quantities apply for custom cover materials.

RELIABILITY & QUALITY



INVESTING IN BALLISTICS R&D FOR OUR END USERS

The past couple of years has shown significant advancements in ballistic engineering and material development. Leveraging improvements at the fibre and lamination level, we're operating on the leading edge of armour solutions, working alongside our suppliers, partners, end users and ballistics researchers to bring the most innovative ballistic packages to market.

We help lighten the load for our end users, increase comfort by improving flexibility and keep them safe every day from new and emerging threats alike.

A COMMITMENT TO SAFETY IS A COMMITMENT TO QUALITY

Manufacturing armour systems requires a unique dedication to quality. When our end users don any platform that carries our armour, we want to ensure they can reliably count on that armour to perform flawlessly if it ever has to serve its purpose, regardless of what it has been through.

To ensure this, we have dedicated quality control checkpoints throughout the manufacturing process, spanning from material entry to final packaging and shipment. Our internal quality control system allows us to know exactly which piece of armour contains which rolls of material, and how exactly that armour piece has moved through manufacturing, with details of every point of contact.

This allows us to constantly keep an eye out for mistakes, and ensure we are as close to perfection as possible, with zero tolerance for sub-standard handling or errors during any production step.

FABRICS & LAMINATES

Our fabric is sourced from within NATO exclusively, with most being manufactured in the US to adhere to the strict STANAG, TL and MIL-STD standards, with great care given to IR reflectivity profiles and durability.

SEALING CAPABILITIES

As standard, every soft insert features a cover consisting of a black 78 Dtex polyamide fabric weighing in at 150 g/m², with an outer DWR coating and an internal TPU laminate.

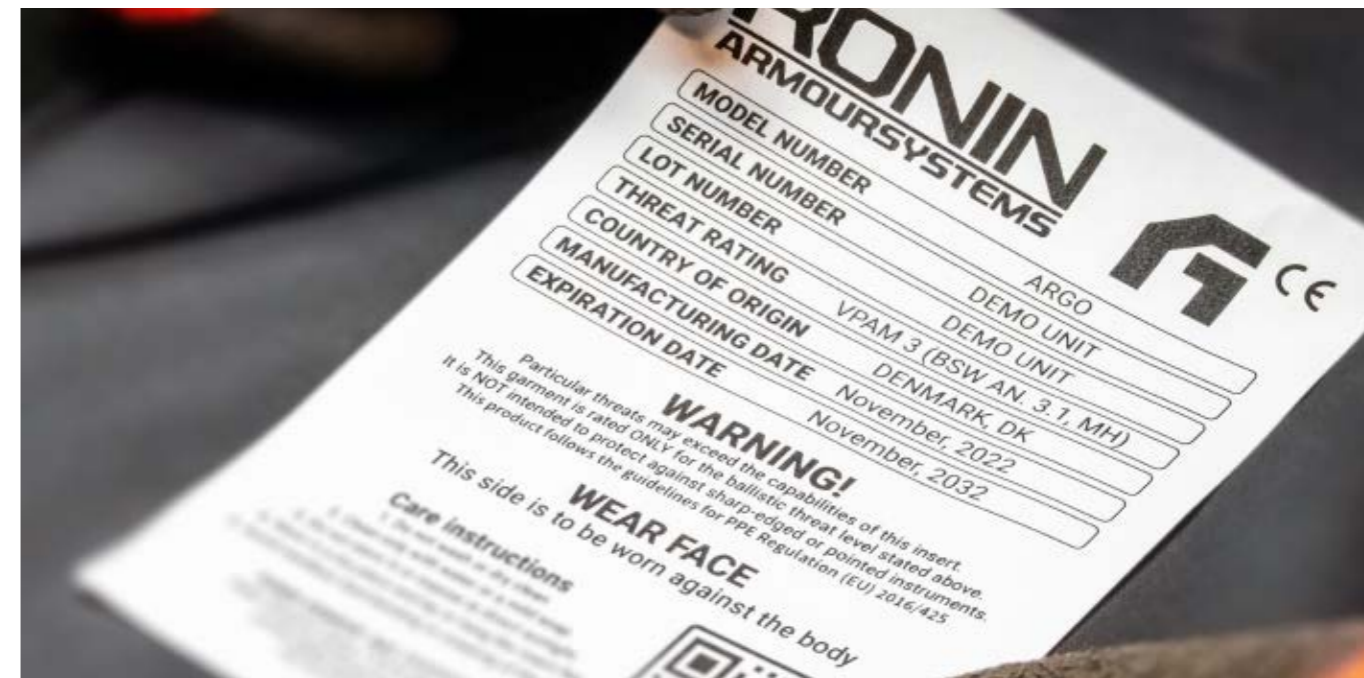
STATE-OF-THE-ART MATERIALS

Ballistic and trauma-mitigating materials are sourced exclusively from reputable partners and brands from Europe and the US, with material manufacturing located in those same regions. Our primary ballistic material partners are Teijin and Honeywell, with anti-trauma materials produced by Rogers Corporation and Propex.



All trademarks are property of their respective owners.

END-TO-END CAPABILITIES



OEM/ODM SERVICES

We provide OEM/ODM cutting, sewing, sealing and labelling services for soft ballistics with no minimum order quantities for existing and new brands wishing to enter the industry, who might not be able to manufacture in-house.

CUSTOM LAYUPS & MATERIALS

Our existing product layups are available for use if you do not wish to or cannot design your own. Alternatively, we provide ballistic consulting if you're looking to stop a specific threat or reach a particular trauma level against a given threat profile at no additional charge.

Practical testing can be carried out inexpensively thanks to our close partnerships with ranges and testing laboratories if you don't wish to be in charge of this.

Minimum order quantities will apply if we have to import or acquire non-stocked materials. Don't hesitate to get in touch with us for a complete list of our continuously stocked materials.

LABELING CAPABILITIES

We provide black-and-white labels on the front and back of any inserts free of charge. As standard, our labels adhere to the NIJ's label requirements and resist peeling, water, as well as isopropyl and denatured alcohol.

CUTTING CAPABILITIES

Our entire cutting and processing workflow is entirely automated.

Thanks to this, we can process complex shapes and cuts using CAD/CAM with sub-millimetre precision, guaranteeing that every manufactured product has negligible variability.

A further advantage is that we can offer these services with no minimum order quantities, allowing you to scale from a single sample for testing to full-scale production.

SEWING CAPABILITIES

We use powerful sewing machines and made-to-order carbide needles to ensure clean material penetration for stitching operations. Depending on material type, density and lamination used, we can sew through 20-40 layers of unidirectional ballistic material with appropriate multi-step bartacking, be it for trauma reduction, layer adhesion or increasing multi-hit performance.

For all stitching operations on ballistic layups we utilise 840dTex Twaron® and Dyneema® SK75 sewing threads with respective breaking strengths at 215 and 120 newtons.

For more information, please visit roninarmour.com/oem or email oem@roninarmour.com

Terms applicable only to business-to-business and OEM/ODM transactions.

1. Jurisdiction; Contract Formation. For purposes of these Terms and Conditions, the jurisdiction is Seller's location (the "Jurisdiction"). These Terms and Conditions, any Seller document attached hereto, and any other written or electronic communication of Seller that directs Buyer to or incorporates these Terms and Conditions, collectively constitute the "Contract Documents" (in the event of a conflict, these Terms and Conditions prevail) governing sale of goods and services described in the Contract Documents (the "Goods"). Buyer shall be deemed to have accepted the provisions of the Contract Documents by any of the following: (a) signing and returning the Contract Documents to Seller; (b) sending to Seller a written acknowledgement of the Contract Documents; (c) placing a purchase order or giving instructions to Seller respecting manufacture, assortment, or delivery of the Goods (including instructions to bill and hold) following receipt of the Contract Documents; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Contract Documents; (e) accepting delivery of all or any part of the Goods; (f) paying for all or any part of the Goods; or (g) indicating in some other manner Buyer's acceptance of the Contract Documents. Seller may revoke its offer to sell the Goods at any time prior to Buyer's acceptance. Upon acceptance, Buyer irrevocably agrees and commits to purchase the Goods in accordance with the Contract Documents. SELLER HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF THE CONTRACT DOCUMENTS (WHICH INCONSISTENT OR ADDITIONAL PROVISIONS ARE HEREBY EXCLUDED), AND SELLER'S OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE CONTRACT DOCUMENTS SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE GOODS (THE "CONTRACT") AND MAY BE MODIFIED ONLY IN A WRITING SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE. NO PRIOR OR CONTEMPORANEOUS PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, SAMPLES, MODELS, SPECIFICATIONS, COURSE OF DEALING OR USAGE OF TRADE SHALL BE PART OF THE CONTRACT. In this Contract, "including" shall be deemed to mean "including without limitation.

2. Payment. Unless specified otherwise in the Contract, all invoices are payable in full, at Seller's office in the Jurisdiction, in the official currency of the Jurisdiction, within thirty (30) days after date of invoice. All payments shall be due and payable without offset, discount (unless explicitly provided for in the Contract) or any reduction in the Contract price, without deduction for any exchange or conversion, and also without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness owing by Buyer, as shown in the books and records of Seller, without discharge of the remainder of any such indebtedness regardless of any statement by Buyer referring to or accompanying such payment. Buyer agrees to pay late payment charges for each month or portion thereof on any payment hereunder that is not made when due. The late payment charge rate shall be the lesser of (a) 125% of the prime rate of interest quoted by Citibank, in effect on the date of invoice (or if that rate is not then available, the prime rate of another bank in the Jurisdiction selected by Seller), and (b) the maximum rate allowed by the governing law of the Jurisdiction. Seller may, at any time, in its sole discretion, limit or cancel any credit terms given to Buyer, and as a condition to Seller's obligations under the Contract (including manufacturing or delivering all or part of the Goods), Seller may, in its sole discretion, require Buyer to (i) pay in cash an amount sufficient to cover the unpaid Contract price (including all related transportation, storage and other costs to be charged to Buyer) or (ii) open and confirm an irrevocable commercial letter of credit in favor of Seller for such unpaid Contract price. Such letter of credit shall be payable on sight and be in a form and issued and confirmed by a bank or banks satisfactory to Seller, in its sole discretion. The terms of any such letter of credit shall comply with any requirements furnished by Seller to Buyer, including provisions for transferability, partial delivery, transshipment, and acceptance of stale documents. Buyer shall pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation and amendment of each such letter of credit. The opening or confirmation of such letter of credit shall not discharge Buyer's direct payment obligation to Seller.

3. Default. Buyer shall be in default and fundamental and material breach of this Contract upon the occurrence of any of the following: (a) Buyer's uncured breach or nonfulfillment of this or any other contract with Seller; (b) Buyer's failure to open a letter of credit required by Seller in accordance with the Contract; (c) Buyer's failure to make timely payment to Seller for any installment of the Goods; (d) Buyer's failure to assort, specify, or accept any installment of non-defective Goods; (e) Buyer's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (f) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning Buyer (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by Buyer, Seller may, in addition to any other rights and remedies, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of this Contract (including any warranty) or any other contract with Buyer (with Buyer liable for damages); (ii) defer any shipment under this or any other contract; (iii) declare immediately due and payable all outstanding invoices under this or any other contract; (iv) immediately repossess all or any part of the Goods in transit or in the custody or control of Buyer pursuant to this or any other contract, at the sole risk and expense of Buyer; (v) finish all or any portion of its performance of the Contract and charge Buyer up to the full Contract price and (vi) re-sell all or any part of the Goods covered by this or any other contract, or any materials supplied for the Contract, at public or private sale, with Buyer responsible for all losses and expenses incurred in such sale.

4. Retention of Title. Unless specified otherwise in the Contract, all Goods delivered to Buyer shall remain the property of Seller, or if such retained title is not valid or enforceable under applicable law, Seller shall have and retain a security interest and lien in and against the Goods until Seller has received payment in full therefor. Buyer shall maintain all Goods which Seller has delivered but for which Seller has not been paid in full in a separate location, marked by conspicuous signage disclosing Seller's retained interest in such Goods and shall not transfer to any third party any interest in such Goods. Notwithstanding Seller's retained interest in the Goods, Buyer shall bear all risk of loss or damage with respect to the Goods and shall be responsible for maintaining full replacement cost insurance for the Goods, at Buyer's sole expense, with Seller named as a loss payee and additional insured, until Seller has been paid in full therefor. Notwithstanding Seller's retained interest in any of the Goods, Buyer shall be solely responsible and liable for any and all taxes, warehousing or storage costs, transportation costs or other costs or liabilities associated with the Goods following delivery thereof by Seller in accordance with the Contract. Buyer will execute any document deemed necessary or appropriate by Seller, in its sole discretion, to perfect or enforce the retained interest of Seller in the Goods, or in the alternative, Seller may file or record the Contract or any memorandum or statement thereof without Buyer's signature.

5. Delivery. Bill and Hold. Unless specified otherwise in the Contract, Seller's delivery of the Goods shall be Ex Works (EXW) Origin INCOTERMS® 2020, with risk of loss and damage passing to Buyer at such point, subject to Seller's rights under applicable law. For any Goods held subject to Buyer's instructions or which Seller, in its sole discretion, has determined should be held for Buyer's account, Seller may invoice before delivery, with risk of loss or damage passing to Buyer as of the date of such invoice. Buyer shall pay all insurance, freight, and delivery charges as a separate item. Unless specified otherwise in the Contract, delivery of Goods in a quantity varying not more than ten percent (10%) from the Contract amount or one (1) commercial unit of the Goods purchased, whichever is greater, shall be deemed complete delivery of the Contract amount, and payment shall be made for the actual quantity delivered. Delivery may, in Seller's discretion, be made in severable installments, and installment deliveries shall be accepted by Buyer and paid for at Contract prices and terms. Unless specified otherwise in the Contract, all delivery dates are Seller's good faith estimates of shipping and are not guaranteed. Goods invoiced and held in any location for any reason shall be held at Buyer's risk and expense, and Seller may charge for insurance and storage at prevailing rates.

6. Limited Warranties. SUBJECT TO SECTION 7, FOR ALL GOODS SOLD AS FIRST QUALITY, SELLER WARRANTS GOOD TITLE AND THAT THEY ARE OF SELLER'S STANDARD QUALITY AT THE TIME OF SUCH SALE. ALL OTHER GOODS SOLD HEREUNDER, INCLUDING GOODS SOLD AS "SECONDS," "AGED," "OFF-QUALITY," OR "DISCONTINUED LINES" ARE SOLD "AS IS." SELLER MAKES NO REPRESENTATION OR WARRANTY BEYOND ANY EXPLICIT STATEMENTS CONTAINED IN THE CONTRACT AS TO THE FLAMMABILITY CHARACTERISTICS OF THE GOODS OR THAT THE GOODS, OR ANY ITEM, ARTICLE OR PRODUCT CONTAINING OR INCORPORATING THE GOODS, CONFORM TO APPLICABLE FLAMMABILITY STANDARDS, IF ANY, OR HAVE BEEN TESTED FOR CONFORMITY THERETO. BUYER'S FAILURE TO OBTAIN AN EXPLICIT WARRANTY OF FLAMMABILITY AND TESTING IN THE CONTRACT PRIOR TO DELIVERY OF THE GOODS SHALL RELIEVE SELLER OF ANY LIABILITY ASSOCIATED WITH THE FAILURE TO PROVIDE SAID INFORMATION. BUYER ACKNOWLEDGES THAT SUBSEQUENT FINISHING TREATMENT, USE IN COMPOSITE STRUCTURES, OR OTHER ALTERATION OF THE GOODS CAN ADVERSELY AFFECT THE GOODS' FLAMMABILITY CHARACTERISTICS AND THAT, UNDER SOME CONDITIONS, THE GOODS WILL BURN AND THEREFORE CAUTION SHOULD BE USED NEAR SOURCES OF HEAT OR FLAME. EXCEPT FOR ANY SUCH LIMITED WARRANTIES THAT SELLER MAY EXPRESSLY AND SPECIFICALLY PROVIDE, ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR ANY WARRANTIES BASED UPON SAMPLES, MODELS, OR SPECIFICATIONS, ARE EXPRESSLY DISCLAIMED. BUYER ASSUMES ALL RISK AND LIABILITY CONCERNING THE USE OF GOODS.

7. Limitation of Liability. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THE CONTRACT LIMITING OR EXCLUDING LIABILITY OF SELLER, THE DAMAGES RECOVERABLE BY BUYER BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THIS CONTRACT OR THE GOODS SHALL NOT BE GREATER THAN THE ACTUAL CONTRACT PRICE OF THE GOODS PAID BY BUYER WITH RESPECT TO WHICH SUCH CLAIM IS MADE, AND IN NO EVENT SHALL SELLER BE LIABLE FOR BUYER'S OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE GOODS. Even if losses are deemed direct losses, Seller shall not be liable for loss of production, loss of profits, loss of business, loss of contracts, loss of revenues, loss of goodwill or loss of opportunity or any similar losses. Any technical advice or assistance that Seller furnishes to Buyer hereunder and the results thereof are provided at Buyer's sole risk and expense. Nothing in this Contract excludes or limits the liability of a Party for (a) fraud or

fraudulent misrepresentation; (b) death or personal injury caused by its negligence; or (c) any other liability which a Party is legally prohibited from excluding or limiting, to the extent of such prohibition.

8. Defects and Claims. Buyer shall examine and test Goods within ten (10) days after receipt and before use or resale and shall give Seller prompt notice of any alleged nonconformity. Buyer's use or resale of Goods shall be deemed acceptance as conforming to this Contract. All claims of any kind, nature, or description are barred and waived unless made in writing. Buyer shall be deemed to have accepted the Goods, and any right to cancel, reject, or claim damages shall expire, and Buyer shall lose and waive any right to rely upon or claim nonconformity of the Goods, unless Buyer's written and particularized claim is received by Seller (a) within ten (10) business days after receipt of Goods for all claims other than those for latent defects or (b) within ninety (90) days after receipt of Goods for a latent defect; provided, however, that in no case shall any claim be considered after Goods have been dyed, finished, cut, or processed in any manner. Within thirty (30) days after receipt of written notice of claimed defective Goods, Buyer shall make such Goods available without cost to Seller at a point designated by Seller (with failure to do so deemed acceptance and waiver of all claims for defect). If Seller determines a defect claim to be valid, Seller may, at its sole option and election, (i) replace any defective Goods, (ii) repair any defective Goods, (iii) accept return of any defective Goods and refund the purchase price thereof to Buyer, or (iv) pay to Buyer the difference in value of conforming Goods as of the scheduled Contract delivery date and the value of the Goods actually delivered. To the extent permitted by law, the foregoing is Buyer's exclusive remedy for any defective Goods hereunder.

9. Patent Infringement. Seller's delivery of Goods does not expressly, or by implication, grant Buyer any license or other right under any patent or copyright or grant authorization to infringe any patent or copyright. In the event the Goods, in the form delivered by Seller, are found by a court of competent jurisdiction to infringe a patent in Buyer's country, Buyer shall give Seller prompt written notice thereof, and Seller, at its option and discretion, shall either procure for Buyer the right to continue to use the Goods (in the form delivered by Seller) in Buyer's country, replace the allegedly infringing Goods with non-infringing Goods, or accept a return of the allegedly infringing Goods for a refund of the purchase price paid by Buyer. The foregoing states the entire liability of Seller with regard to any claim of patent infringement. Buyer shall indemnify, defend and hold Seller harmless against all damages and expenses arising from claims of infringement of patent rights on Goods specifically produced or modified at Buyer's request and against all damages or expenses arising from any infringement or from any misuse of any trade name, trademark, symbol, identification of material content, or other labeling used by Seller under Buyer's instructions.

10. Force Majeure. Neither party shall be liable for loss or damage due to nonperformance resulting from any cause beyond the affected party's reasonable control, including compliance with any regulation, order, or instruction of a governmental authority, act of God, war (declared or undeclared), terrorism, act or omission of the other party, act of civil or military authority, fire, epidemic, flood, catastrophe, strike, factory or port shut-down, lockout, riot, rationing, shortage of material, or inability of such affected party to obtain necessary labor from usual sources; provided, however, no delay in the performance of Buyer's payment obligations hereunder (including any obligation with respect to opening a confirmed letter of credit) shall be excused on account of any such cause. In the event of any excused delay due to any such cause, the affected party shall as soon as practical notify the other party thereof and shall at the same time, or the earliest practical date after such notice, specify any revised performance schedule. In the event of any such excused delay, the time of performance by the affected party shall be extended for a period equal to the time lost by the affected party by reason of the delay. If the transaction is covered by a letter of credit, the letter of credit shall provide that receipt by the confirming or issuing bank of a copy of the notice of delay from Seller shall operate as the instruction of Buyer to said banks to amend the letter of credit to extend the times for shipment and the expiration of the letter of credit to the date(s) indicated in said notice.

11. Prices. All prices are exclusive of any applicable import duties and tariffs, Customs fees, export licensing fees, or import or export taxes, federal, state, provincial or local taxes, use, property, or value added taxes or other any taxes or official charges, all of which are Buyer's sole responsibility. Prior to Buyer's acceptance of the Contract Documents, Seller may change any price without notice. After such acceptance, Seller may change any price on undelivered Goods by giving Buyer at least fifteen (15) days' prior written notice, and in the event of such change, Buyer's sole recourse shall be the right to cancel this Contract as to any Goods for which such change in price applies, by written notice given to and received by Seller prior to the date when the change is to become effective. If Seller is prevented by law, governmental decree, order, or regulation from making a change in price, or continuing a price already in effect, Seller may terminate this Contract after giving Buyer thirty (30) days' prior written notice.

12. Governing Law. For domestic sales, the law of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties. For international sales other than those made in the People's Republic of China, the United Nations Convention on Contracts for the International Sale of Goods (the "Sales Convention") shall, to the extent applicable and as limited herein, govern this Contract and the rights and obligations of the parties. Notwithstanding the foregoing, in the event of any inconsistency or conflict between provisions of the Contract, including these Terms and Conditions, on the one hand, and the Sales Convention, on the other hand, the provisions of the Contract shall govern and prevail. To the extent of any such inconsistency or conflict, the provisions of the Contract shall be deemed to derogate from the provisions of the Sales Convention within the meaning of Article 6 thereof. Further, without limiting the generality of the foregoing, the following provisions of the Sales Convention are hereby excluded from the Contract: Articles 8(3), 9, 11, 16(2), 39(2), 44, 46, 50, and 84(1). Questions that are not expressly settled in the Contract or by application of the Sales Convention are to be settled in conformity with the internal laws of the Jurisdiction, without regard to its conflict of laws principles. For international sales not governed by the Sales Convention, the internal laws of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. The Convention on the Limitation Period in the International Sale of Goods is hereby excluded and shall not govern any claim arising from or relating to this Contract or the sale or purchase of the Goods.

13. Dispute Resolution. Except as otherwise provided herein, any dispute arising out of or related to this Contract or the sale, use or purchase of the Goods shall be settled by binding arbitration in the Jurisdiction administered in accordance with Rules of Arbitration of the International Chamber of Commerce in effect on the date of such arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings, and all documents, pleadings and awards related thereto shall be in the official language of the Jurisdiction. The arbitration award shall be stated in the currency specified in the Contract or, if no such currency is specified, the currency of the Jurisdiction, and the reasons for the award shall be stated therein. The arbitrator(s) shall have no power to alter or modify any provision of this Contract. The parties shall equally share the arbitrator's fees and costs. Anything to the contrary in this Contract notwithstanding: (a) any claim by Buyer of any kind, nature, or description is barred and waived, and no proceedings of any kind may be commenced by Buyer, unless Buyer institutes arbitration proceedings within one (1) year after the claimed breach occurs and (b) Seller may, in its sole discretion, apply to a court competent jurisdiction with respect to (i) any claims by Seller for amounts owed by Buyer in connection with a sale of the Goods to Buyer, (ii) any claims by Seller to enforce the agreement herein to arbitrate or to enforce the award of the arbitrator(s); (iii) Seller's enforcement of the limitation period set forth hereinabove in respect of Buyer's claims; or (iv) any claims by Seller for injunctive relief or interim measures to prevent or stop irreparable harm to Seller's rights or property. Buyer hereby irrevocably submits to the jurisdiction of the courts within the Jurisdiction with respect to any such litigation. If Seller files litigation in accordance with the foregoing, Buyer shall file no counterclaim therein that is arbitrable under this Contract.

14. Assignment and Delegation. Neither party shall transfer or assign this Contract, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted transfer or assignment hereof without such consent shall be void and without force or effect. Except as otherwise expressly provided here-in, this Contract is not intended to be for the benefit of, and shall not be enforceable by, any person not a party to it or the permitted assignee of such party.

15. Notices. Unless specified otherwise elsewhere in the Contract, all notices and similar communications provided hereunder shall be in the English language or the language of the Jurisdiction, in writing, and delivered by first-class, prepaid, registered mail of the postal service of the Jurisdiction or reputable express courier service.

16. Miscellaneous. All rights and remedies hereunder shall be in addition to all other rights and remedies under applicable law, all of which shall be nonexclusive and cumulative. No waiver by either party of any default shall be deemed a waiver of any subsequent default. If any provision of this Contract is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Contract. Buyer's acceptance of the Contract Documents shall constitute Buyer's representation and warranty that it has obtained all necessary approvals, licenses and permits required from any governmental authority in Buyer's country with respect to the shipment, importation, delivery or use of the Goods, and the payment of the Contract price and all other amounts due to Seller in the currency of payment specified in the Contract or, if no such currency is specified, the currency of the Jurisdiction. Seller shall have the right to cancel its performance under this Contract, and may withhold or suspend performance of its responsibilities hereunder, for any failure or delay by Buyer in giving Seller assurances Seller may require, in its sole discretion, that all such approvals, licenses and permits have been obtained, in which event Buyer shall promptly reimburse and indemnify Seller for all damages, costs or losses incurred by Seller due to such failure or delay by Buyer. The parties shall maintain the confidentiality of this Contract, except to the extent disclosure is required by applicable law or information contained in this Contract is generally available to the public through no act or omission of the party receiving such information. In the event of any translation of the Contract into a language other than English, the provisions of the English-language version shall prevail and govern in the event of any conflict in interpretation. CONSUMERS: Where Buyer is a "consumer" under applicable law, any explicit written "consumer" warranty provided and any warranties or guarantees required under law shall apply instead of those provided in Sections 6 and 8 above; and in such "consumer" cases, Seller's liability is limited to fullest amount allowable under such "consumer" laws (this Contract is not intended to exclude, restrict or modify such laws).



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