

WAIVER AND RELEASE FORM

This Waiver and Release form must be signed where indicated by the purchaser ("Customer") acknowledging agreement and unconditional acceptance of the terms and conditions as set forth within this Waiver and Release form as a condition of any sale between the purchaser and Firezat, Inc. d/b/a FireFoil ("FireFoil").

FireShields is a website and brand name used by Firezat, Inc. d/b/a FireFoil to sell FireFoil products. FireShields is not a separate legal entity, is not a separate seller, and is not an independent distributor. Any purchase of FireFoil products made through fireshields.com, firefoil.com, firezat.com, wildfirearsenal.com, by telephone, or from any FireFoil dealer, distributor, or retailer is a purchase from FireFoil, is a sale between Customer and FireFoil, and is governed by this Waiver and Release, which FireFoil and each of the FireFoil Parties identified below may enforce.

FIREFOIL PRODUCTS ARE NOT SUITABLE FOR ALL USES OR ENVIRONMENTS. DUE TO THE EXTREME CONDITIONS ASSOCIATED WITH ALL FIRES WHETHER WILDFIRES, BUSHFIRES, OR OTHERS, INCLUDING HIGH HEAT, HIGH WINDS, LOW HUMIDITY, AND THE UNPREDICTABILITY ASSOCIATED WITH ALL FIRES, IT IS IMPOSSIBLE TO MAKE WARRANTIES OR GUARANTEES OF SUITABILITY OR PERFORMANCE OF ANY KIND.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The limitations set forth herein are a fundamental condition of use of FireFoil's products and services and that FireFoil products and services would not be provided to Customer absent such limitations. Customer acknowledges and agrees that:

FireFoil products do not guarantee protection from fire, smoke, injury, or property damage. Proper installation, deployment, removal, use, maintenance, storage, and application of FireFoil products are essential to their performance. Misuse, failure to follow instructions, or lack of maintenance can result in malfunction or failure of the FireFoil products. By using FireFoil products, Customer assumes all risks and responsibilities associated with installation, deployment, removal, use, maintenance, storage, and application of FireFoil products. It is the Customer's sole responsibility to determine whether FireFoil products are appropriate for the intended use and comply with the health and safety laws and federal, state or local regulations.

NO GUARANTEES, REPRESENTATIONS OR WARRANTIES

To the fullest extent permitted by applicable law, FireFoil makes no guarantees, representations, or warranties of any kind regarding the effectiveness, suitability, or performance of its products or their results, and assumes no obligation or liability in connection with this information or the use of its products. Except for the limited remedy expressly stated below, FireFoil makes no express warranty of any kind. To the fullest extent permitted by applicable law, all implied warranties, including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose, are disclaimed. Where applicable law does not permit an implied warranty to be disclaimed, that implied warranty is limited in duration to ninety (90) days from the purchase date, which is the duration of the limited remedy stated below, and Customer's remedy under it is limited to that limited remedy. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the foregoing limitation may not apply to Customer. Except where applicable law does not permit such exclusion, FireFoil shall not be liable for any loss, injury or death or any direct or indirect damages arising out of the use of its products.

FireFoil and its distributors, retailers, manufacturers, assemblers, contractors, suppliers and vendors, and its and their owners, employees, contractors, agents and representatives make no claims or statements, or offer any assurance or assurances, guarantees, promises, either direct or implied, as to the effectiveness, suitability or performance of its products to protect any person, property or possessions from fire damage or any other calamity whether anticipated or foreseen. To the fullest extent permitted by applicable law, FireFoil and its distributors, retailers, manufacturers, assemblers, contractors, suppliers and vendors disclaim all express or implied representations or warranties regarding the information, services, products, materials, and any other resources available on or accessible through its website or via direct contact with the company, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. All such information, services, products, materials, and other resources are made available "AS IS" and "AS AVAILABLE" without warranty of any kind. Property damage up to and including total destruction of the structure or property being covered by any FireFoil product may occur even under the best conditions. FireFoil and its distributors, retailers, manufacturers, assemblers, contractors, suppliers and vendors shall not be liable for any loss,

injury or death or any direct or indirect damages arising out of the deployment of, or use of, its products.

FireFoil believes the information herein is the best currently available. It is subject to revision as additional knowledge and experience are gained. FireFoil and its distributors, retailers, manufacturers, assemblers, contractors, suppliers and vendors makes no guarantees of results and assumes no obligation or liability in connection with this information or the use of its products.

FireFoil's sole and exclusive remedy for a product defect shall be replacement of unused product upon proof of defect within ninety (90) days from the purchase date. No refund shall be issued as a remedy for a product defect. Separately, and without limiting or being limited by the foregoing, Customer may cancel an order at any time before that order enters fulfillment or fabrication, and FireFoil will refund the amounts Customer paid for the cancelled items. Once an order has entered fulfillment or fabrication it may not be cancelled. Because FireFoil products are made-to-order protective material, FireFoil does not accept returns for convenience. These cancellation and return terms are stated in full here and are not governed by any separate policy document.

INDEMNIFICATION BY CUSTOMER

To the fullest extent permitted by applicable law, Customer, for itself and its heirs, executors, administrators, insurers, successors, and assigns, shall indemnify, defend, and hold harmless FireFoil and its distributors, retailers, manufacturers, assemblers, contractors, suppliers, vendors, and each of their owners, employees, contractors, agents, and representatives (collectively, the "FireFoil Parties") from and against any and all third-party claims, demands, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Customer's installation, deployment, removal, use, maintenance, storage, or application of FireFoil products, or any modification, alteration, or supplementation of FireFoil products, including but not limited to cutting or fitting the product around doors, windows, or other openings, or Customer's selection, sourcing, or use of any fastener, hardware, framing, anchor, tie, clip, or other device to attach, secure, or deploy the product, which FireFoil does not itself manufacture, supply, or warrant, including claims brought by any person or entity other than Customer.

This indemnification does not extend to, and Customer shall have no obligation with respect to, any claim to the extent it arises from the negligence, gross negligence, or willful misconduct of any FireFoil Party, from a manufacturing defect in a FireFoil product, from a FireFoil product's failure to conform to FireFoil's own published specifications or quality standards, or from any modification or alteration of a FireFoil product made by a FireFoil Party. This indemnification is in addition to, and not in place of, the waiver and release set forth below, and it survives the sale and any transfer of the property. If any portion of this indemnification is held unenforceable or overbroad, it shall be reformed and enforced to the maximum extent permitted by applicable law rather than stricken, and the remainder of this Waiver and Release, including the waiver and release set forth below, shall remain in full force and effect.

MODIFICATIONS AND NON-FIREFOIL COMPONENTS

FireFoil manufactures and supplies the FireFoil wrap material itself and, where applicable, FireFoil's deployment cart used to help position rolls of material at the property. FireFoil does not manufacture, supply, sell, install, or warrant any fastener, hardware, framing, anchor, tie, clip, or other device used to attach, secure, or deploy the wrap, nor any modification or alteration made to the wrap itself, including cutting or fitting it around doors, windows, or other openings. Any such fastener, hardware, device, modification, or alteration is sourced, selected, made, or installed solely by Customer or Customer's contractor, at Customer's own risk. FireFoil may from time to time publish general installation guidance, but such guidance does not constitute a warranty of any specific fastener, hardware, or method, and does not make any such fastener, hardware, or method a FireFoil-supplied product. FireFoil makes no representation or warranty regarding the performance, fitness, or fire resistance of the product as modified, altered, or deployed using any such component, and such modification, alteration, or use does not constitute a defect in the product as supplied by FireFoil.

WARNING!

FIREFOIL PRODUCTS ARE NOT INTENDED TO BE USED UNDER ANY CIRCUMSTANCES TO PROTECT PERSONS OR ANIMALS. IMPROPER DEPLOYMENT OR USE OF FIREFOIL PRODUCTS MAY RESULT IN PERSONAL INJURY OR DEATH. IN ADDITION, PROPERTY DAMAGE OR TOTAL DESTRUCTION OF THE STRUCTURE OR PROPERTY BEING COVERED BY A FIREFOIL PRODUCT MAY OCCUR EVEN UNDER THE BEST CONDITIONS.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO ALL FIREFOIL PRODUCTS OR

SERVICES WHETHER PURCHASED THROUGH ANY FIREFOIL OR FIREFOIL-BRAND WEBSITE, INCLUDING WWW.FIREFOIL.COM AND WWW.FIRESHIELDS.COM, BY TELEPHONE, OR FROM ANY FIREFOIL DEALER, DISTRIBUTOR, OR RETAILER, IN NO EVENT SHALL FIREFOIL OR ITS DISTRIBUTORS, RETAILERS, MANUFACTURERS, ASSEMBLERS, CONTRACTORS, SUPPLIERS AND VENDORS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, RELOCATION EXPENSE, INSURANCE DEDUCTIBLE OR PREMIUMS, LITIGATION, OR ANY OTHER INTANGIBLE OR PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR PERFORMANCE OF FIREFOIL PRODUCTS, WITH THE DELAY OR INABILITY TO DELIVER PRODUCTS TO THE CUSTOMER OR THE DEPENDENCE ON THIRD PARTIES TO PROVIDE DELIVERY SERVICE TO THE CUSTOMER OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY FIREFOIL PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE FIREFOIL PARTIES ARISING OUT OF OR RELATING TO FIREFOIL PRODUCTS OR TO THIS WAIVER AND RELEASE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM. IF ANY EXCLUSION OF DAMAGES SET FORTH IN THIS WAIVER AND RELEASE IS HELD UNENFORCEABLE IN WHOLE OR IN PART, THIS LIMITATION SHALL NONETHELESS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE FOREGOING MAY NOT APPLY TO CUSTOMER.

WAIVER AND RELEASE

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER, FOR ITSELF AND ITS HEIRS, EXECUTORS, ADMINISTRATORS, INSURERS, SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES FIREFOIL AND ITS DISTRIBUTORS, RETAILERS, MANUFACTURERS, ASSEMBLERS, CONTRACTORS, SUPPLIERS AND VENDORS, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, RELOCATION EXPENSE, INSURANCE DEDUCTIBLE OR PREMIUMS, LITIGATION, OR ANY OTHER INTANGIBLE OR PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR PERFORMANCE OF FIREFOIL PRODUCTS, WITH THE DELAY OR INABILITY TO DELIVER PRODUCTS TO THE CUSTOMER OR THE DEPENDENCE ON THIRD PARTIES TO PROVIDE DELIVERY SERVICE TO THE CUSTOMER OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY FIREFOIL PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER'S WAIVER AND RELEASE EXTENDS TO CLAIMS CUSTOMER DOES NOT KNOW OR SUSPECT TO EXIST IN CUSTOMER'S FAVOR AT THE TIME OF ACCEPTANCE AND WHICH, IF KNOWN, WOULD HAVE MATERIALLY AFFECTED CUSTOMER'S DECISION TO ACCEPT IT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER EXPRESSLY WAIVES THE BENEFIT OF ANY STATUTE, RULE, OR COMMON-LAW PRINCIPLE THAT WOULD OTHERWISE LIMIT A GENERAL RELEASE TO CLAIMS KNOWN AT THE TIME OF ACCEPTANCE. IF CUSTOMER IS A RESIDENT OF CALIFORNIA, CUSTOMER EXPRESSLY WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

CONDITIONS OF USE

- Always follow the directions of fire, police, and emergency personnel and evacuate when instructed.
- FireFoil products are extremely slippery when wet. Use caution and safety gear when walking on or near products, particularly on roofs.
- FireFoil does not recommend roof access by homeowners. Ground-level deployment is advised whenever possible.
- Avoid contact with power lines or cables. Exercise caution in windy conditions and when working near windows, vehicles, ladders, scaffolding, or elevated areas.

- During deployment, all seams and edges must be securely sealed using nails, sandbags, shield bands, or other methods to prevent embers or wind from breaching the protection.
- Reflective materials can cause glare. Use proper eye protection, such as dark sunglasses, when working in direct sunlight.

For complete safety and deployment instructions, refer to the product manual and installation guides included with the product.

PROPERTY, OCCUPANTS, AND RESALE

Customer represents that Customer owns the property or properties where FireFoil products will be deployed, or is authorized by the owner to accept this Waiver and Release on the owner's behalf. Customer may purchase FireFoil products for, and deploy them at, more than one property. This Waiver and Release is not limited to any single property or address and applies to every property at which Customer deploys FireFoil products.

Customer shall inform all household members, occupants, and any contractor or other person engaged to install, remove, or maintain FireFoil products of the terms of this Waiver and Release before they do so.

If Customer sells or otherwise transfers a property where FireFoil products are deployed, Customer agrees to disclose the presence and the limitations of the FireFoil products described in this Waiver and Release to the buyer or transferee in writing before the transfer.

AGREEMENT

PLEASE READ THIS WAIVER AND RELEASE CAREFULLY. SIGNATOR ACKNOWLEDGES THAT HE/SHE IS AT LEAST 18 YEARS OF AGE AND IS AUTHORIZED ON BEHALF OF CUSTOMER TO SIGN THIS WAIVER AND RELEASE. BY SIGNING THIS WAIVER AND RELEASE OR BY USING THE FIREFOIL PRODUCTS OR SERVICES CUSTOMER AGREES TO BE BOUND BY THIS WAIVER AND RELEASE, INCLUDING EVERY SECTION ABOVE.

This Waiver and Release may be accepted electronically, including by checking an acceptance box and providing a typed name, in which case that action constitutes Customer's electronic signature with the same legal effect as a handwritten signature and Customer's agreement to be bound by this Waiver and Release under the federal ESIGN Act and applicable state law.

This Waiver and Release shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles. Any dispute arising out of or relating to this Waiver and Release, or the use of FireFoil products or services, shall be brought exclusively in the state or federal courts located in Clark County, Nevada, and the parties hereby irrevocably submit to the jurisdiction and venue of such courts.

If any provision of this Waiver and Release is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Customer acknowledges and agrees that the limitations, waivers, indemnification, and release set forth in this Waiver and Release are reasonable and that FireFoil products and services would not be provided to Customer absent such limitations, waivers, indemnification, and release.

This Waiver and Release is the entire agreement between Customer and FireFoil regarding its subject matter. It is complete in itself. It has no addendum, exhibit, schedule, or enclosure, and it incorporates no other document by reference. It supersedes any prior or contemporaneous oral or written representation, including any statement made by a salesperson, dealer, distributor, retailer, or installer, and it controls over any conflicting term in any website terms of service, order confirmation, invoice, purchase order, quotation, or policy page. No statement and no other document modifies this Waiver and Release unless made in a written amendment signed by an authorized FireFoil representative.

In any action, arbitration, or other proceeding arising out of or relating to this Waiver and Release or to FireFoil products, including any proceeding to enforce the indemnification obligations set forth above, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, costs, and expenses. This provision applies equally and reciprocally to Customer and to FireFoil, applies whether the prevailing party appears as claimant or as respondent, and applies whether or not the proceeding is prosecuted to final judgment.

If Customer accepts this Waiver and Release electronically, acceptance is complete when Customer submits it and no signature page needs to be returned. If Customer signs a printed copy, complete and sign the Customer Information section below and return the form to FireFoil by email to waivers@firefoil.com. No sale, purchase, or deposit can be registered or processed until this Waiver and Release has been accepted or received and approved by FireFoil.

If this Waiver and Release is signed on paper, the information provided below and the signature must be legible.
Firezat, Inc. dba FireFoil, 1810 E Sahara Ave STE 75032, Las Vegas, NV 89104, info@firefoil.com

Customer Information

Date: _____

Signed: _____

Print Name: _____

Title (if applicable): _____

Address: _____

City: _____

State: _____

Zip Code: _____

Email: _____

Phone: _____

For Internal Use Only:

Order / PO Number: _____

Receive Date: _____

Approved: _____

Verified By: _____

Verified Date: _____