FALCON FIRE SAFETY

FIREFLY®

PRODUCT SALE, USE, SAFETY, WARRANTY, LIABILITY & INDEMNITY TERMS AND CONDITIONS

Manufacturer	Falcon Fire Safety Private Limited
Product	FIREFLY® Emergency Rescue / Controlled Descent Device
Version	1.0

IMPORTANT SAFETY AND LIABILITY NOTICE

FIREFLY® IS A LIFE-SAFETY EMERGENCY EVACUATION DEVICE. IT MUST ONLY BE USED IN ACCORDANCE WITH THE OFFICIAL FIREFLY® USER MANUAL, PRODUCT LABELS, INSTALLATION REQUIREMENTS, TECHNICAL SPECIFICATIONS, TRAINING REQUIREMENTS, INSPECTION REQUIREMENTS AND ALL APPLICABLE LAWS AND REGULATIONS.

FIREFLY® is intended to provide a controlled means of emergency descent where its specified operating conditions are satisfied.

FIREFLY® is not a guarantee of survival, is not a guarantee that a person will escape a fire, and does not eliminate the risks associated with fire, smoke, heat, falling, panic, incorrect use, structural failure, anchorage failure, unsuitable building conditions, or other emergency circumstances.

FIREFLY® is not a replacement for legally required fire-protection or life-safety systems, including, where applicable, fire alarms, smoke detection, sprinklers, fire extinguishers, protected stairways, fire exits, emergency lighting, fire-fighting systems, evacuation procedures or emergency services.

The purchaser, owner, installer, operator, trainer and user must independently assess whether FIREFLY® is suitable for the intended location and circumstances.

“Speed Defies Everything”

1. DEFINITIONS

For these Terms and Conditions:

“Company” means Falcon Fire Safety Private Limited and, where applicable, its authorised subsidiaries, distributors, dealers or representatives.

“Product” means the FIREFLY® emergency rescue/controlled descent device and any components expressly supplied by the Company as part of the relevant sale.

“Purchaser” means the person, company, organisation, building owner, developer, contractor, distributor or other entity purchasing the Product.

“Owner” means the person or entity responsible for the premises or installation where the Product is installed or stored.

“Installer” means the person or organisation responsible for installation, anchorage, mounting or commissioning.

“User” means any person who uses or attempts to use the Product.

“Authorised Person” means a person trained, qualified or otherwise authorised in accordance with the Company’s requirements to inspect, install, maintain, demonstrate or use the Product.

“Manual” means the latest applicable FIREFLY® instruction, installation, operation, inspection and maintenance manual supplied or made available by the Company.

“Approved Components” means components specifically approved by the Company for use with the Product.

“Specified Conditions” means all load, height, anchorage, rope, environmental, installation, inspection, maintenance, storage, operating and other limitations stated by the Company in the applicable Product documentation.

“Abnormal Event” includes, without limitation, a fall, shock loading, uncontrolled descent, excessive loading, impact, fire exposure, heat exposure, chemical exposure, water damage, structural damage, attempted rescue, suspected malfunction, unauthorised repair, tampering, modification or any event outside normal operation.

2. ACCEPTANCE OF THESE TERMS

2.1 Purchase, acceptance, delivery, installation, commissioning, possession, resale, demonstration or use of FIREFLY® constitutes acceptance of these Terms and Conditions by the Purchaser to the maximum extent permitted by applicable law.

2.2 The Purchaser represents that it has received or has been provided access to the Product documentation and agrees to ensure that every relevant Owner, Installer, User, employee, tenant, contractor, distributor and subsequent transferee receives and follows the applicable safety information.

2.3 The Purchaser shall not permit any person to use the Product unless that person has been provided with the applicable instructions and safety warnings.

2.4 Where the Purchaser is a company or organisation, the person accepting the Product represents that he/she has authority to bind the Purchaser.

2.5 No oral statement by a salesperson, distributor, installer, employee, agent or representative of the Company shall alter these Terms unless expressly confirmed in writing by an authorised officer of the Company.

3. INTENDED PURPOSE OF FIREFLY®

3.1 FIREFLY® is designed for controlled emergency descent from elevated locations under the Specified Conditions.

3.2 The Product shall only be used for its intended purpose.

3.3 FIREFLY® shall not be represented or treated as:

a. a guarantee of evacuation;
b. a guarantee against injury or death;
c. a substitute for a building’s primary fire-protection systems;
d. a substitute for emergency services;
e. a substitute for fire evacuation planning;
f. a substitute for structural engineering;
g. a substitute for suitable anchorage engineering;
h. a general-purpose lifting device;
i. a passenger hoist;
j. a climbing device;
k. a recreational descent device; or
l. any other purpose not expressly authorised by the Company.

3.4 The Product’s performance depends on the complete system in which it is used, including the Product, rope, harness, connector, anchorage, building structure, installation, User and operating environment.

4. NO GUARANTEE OF SAFE OUTCOME

4.1 The Company does not represent or warrant that use of FIREFLY® will result in successful evacuation in every emergency.

4.2 Emergency descent involves inherent risks, including but not limited to:

- fire;
- smoke;
- toxic gases;
- heat;
- flames;
- falling objects;
- panic;
- unconsciousness;
- physical incapacity;
- incorrect operation;
- incorrect harness fitting;
- incorrect anchorage;
- structural failure;
- rope damage;
- environmental conditions;
- collision with the building;
- collision with objects;
- landing injuries;
- user error;
- failure to follow instructions;
- delayed evacuation;
- emergency conditions outside the Product's tested parameters.

4.3 The Purchaser and User acknowledge that these risks cannot be completely eliminated by any mechanical evacuation device.

5. PRODUCT SPECIFICATIONS AND OPERATING LIMITS

5.1 The Product shall only be operated within the exact specifications stated in the applicable official FIREFLY® technical documentation.

5.2 The Purchaser shall not rely upon advertising material, demonstrations, photographs, videos, social media content, sales presentations or informal statements as substitutes for the official technical documentation.

5.3 The following parameters must be verified against the Product's final certified specification before commercial release:

Maximum User Weight	125 kg
Minimum User Weight	50 kg
Maximum Approved Descent Height	90 m
Approved Rope Specification	ARAMID KEVLAR
Approved Harness	POLYESTER WITH FIRE RETARDANT COATING FOR UPTO 3 YEARS
Approved Anchorage Specification	SS316 WITH EN STANDARDS
Required Inspection Interval	ONCE IN VERY 4 WEEKS BY THE CLIENT
Product Service Life	3 YEARS FOR SAFE RESULTS
Other Limitations	HEATING WHILE USAGE IS COMMON

5.4 No Purchaser, distributor, installer or User may exceed any stated limit.

5.5 Exceeding any stated limit shall constitute unauthorised use and may invalidate the Company's warranty to the extent permitted by law.

6. ANCHORAGE AND BUILDING STRUCTURE

6.1 The Company does not automatically assume responsibility for the structural adequacy of the building, wall, slab, balcony, roof, parapet, beam, column, anchor point or other structure to which FIREFLY® is attached.

6.2 The Purchaser/Owner is responsible for ensuring that the proposed anchorage location is suitable for the intended loads.

6.3 Where structural engineering verification is required, such verification must be performed by an appropriately qualified independent structural engineer.

6.4 Installation of an anchor into a wall or structure does not by itself establish that the structure is safe.

6.5 The Purchaser/Owner shall be responsible for:

- identifying the correct structural member;
- confirming structural capacity;
- confirming substrate suitability;
- confirming edge distances;
- confirming reinforcement conditions where applicable;
- confirming fastener compatibility;
- confirming corrosion conditions;
- confirming installation method;
- obtaining required engineering approvals; and
- obtaining all required governmental/building approvals.

6.6 The Company shall not be responsible for failure caused by inadequate, unsuitable, deteriorated, incorrectly selected or incorrectly installed anchorage or supporting structure, except to the extent such responsibility cannot legally be excluded.

7. INSTALLATION

7.1 Installation must be performed strictly in accordance with the official FIREFLY® installation instructions.

7.2 Where the Company requires installation by an authorised installer, the Purchaser shall use only such installer.

7.3 No person shall:

- drill additional holes in the Product;
- modify the Product;
- weld the Product;
- grind the Product;
- alter the braking mechanism;
- alter gears;
- alter the rope path;
- alter harness attachment points;
- replace components with unapproved components;
- alter the anchorage interface; or
- otherwise modify the Product

without written approval from the Company.

7.4 Any unauthorised modification may materially alter Product performance and may invalidate certification, warranty and approval status.

8. INSPECTION BEFORE EVERY USE

8.1 The Product must be inspected before use in accordance with the Manual.

8.2 The User shall not use FIREFLY® if there is any doubt regarding its condition.

8.3 The Product must immediately be removed from service if any of the following is observed:

- damaged rope;
- frayed rope;
- cut rope;
- burned rope;
- chemical contamination;
- abnormal wear;
- corrosion;
- damaged housing;
- damaged gears;
- abnormal noise;
- abnormal resistance;
- abnormal braking;

- damaged harness;
- damaged connectors;
- missing components;
- loose components;
- damaged labels;
- evidence of tampering;
- evidence of impact;
- evidence of excessive loading;
- evidence of uncontrolled descent; or
- any other condition inconsistent with the Manual.

8.4 A Product removed from service shall not be returned to service until inspected and formally cleared by an appropriately authorised person.

9. ABNORMAL EVENT / FALL / SHOCK LOAD

9.1 A Product involved in an Abnormal Event must immediately be removed from service.

9.2 This includes, without limitation, a Product that has:

- supported a person during an abnormal fall;
- experienced a shock load;
- been subjected to a load beyond its rated capacity;
- been exposed to fire or excessive heat;
- been exposed to chemicals;
- suffered an impact;
- been involved in an uncontrolled descent;
- been involved in a suspected malfunction; or
- otherwise experienced abnormal operating conditions.

9.3 The Purchaser shall not continue using such Product merely because it appears visually undamaged.

9.4 The Product must be returned to the Company or an authorised service provider for inspection where required.

10. MAINTENANCE AND SERVICE

10.1 The Purchaser/Owner is responsible for ensuring that the Product is inspected and maintained at the required intervals.

10.2 Only Approved Components may be used.

10.3 No lubricant, grease, chemical, cleaning agent, rope, harness, connector, fastener or replacement component shall be used unless authorised by the Company.

10.4 Failure to maintain the Product in accordance with the Manual may result in unsafe operation.

10.5 The Company reserves the right to require periodic inspection, servicing, replacement or recertification where necessary for continued operation.

11. TRAINING

11.1 The Company strongly requires appropriate training before operational use.

11.2 The Purchaser is responsible for ensuring that Users understand:

- how to inspect the Product;
- how to correctly wear the harness;
- how to connect to the Product;
- how to activate/use the Product;
- how to control body position;
- how to descend safely;
- how to avoid obstruction;
- how to respond to abnormal conditions;
- how to land safely; and
- when the Product must not be used.

11.3 A demonstration by the Company does not constitute a guarantee that an untrained User can safely operate the Product.

11.4 The Purchaser shall maintain records of required training where applicable.

12. PROHIBITED USES

FIREFLY® SHALL NOT BE USED:

a. above its specified maximum load;
b. below its specified minimum load where a minimum is stated;
c. above its approved height;
d. with unauthorised rope;
e. with unauthorised harnesses;
f. with unauthorised connectors;
g. with unauthorised anchorage;
h. with modified components;
i. after an Abnormal Event unless cleared;
j. where the Product is damaged;
k. where the User is incapacitated and the Product's instructions do not permit such use;
l. for lifting persons;
m. for lifting goods;
n. for towing;
o. for recreational purposes;
p. for jumping;
q. for climbing;
r. for unauthorised rescue operations;
s. for multiple simultaneous Users unless expressly designed and approved for such use;
t. in conditions outside its certified/tested environmental limitations;
u. where the descent path is obstructed;
v. where the landing area is unsafe;
w. where fire, heat, smoke or other conditions exceed the Product's specified operating conditions;
x. contrary to the Manual;
y. contrary to applicable law; or
z. for any purpose not expressly authorised by the Company.

13. USER RESPONSIBILITIES

The User is responsible for:

a. reading and following the Manual;
b. inspecting the Product before use;
c. ensuring correct harness fit;
d. ensuring correct connection;
e. remaining within specified operating limits;
f. following the approved descent procedure;
g. maintaining appropriate body position;
h. avoiding obstacles;
i. following emergency instructions;
j. ensuring the landing area is reasonably clear where circumstances permit; and
k. immediately reporting any suspected malfunction or damage.

The User shall not use the Product if the User does not understand its operation.

14. PURCHASER AND OWNER RESPONSIBILITIES

The Purchaser/Owner shall:

a. ensure that the Product is used only for its intended purpose;
b. ensure that Users receive appropriate instructions;
c. ensure required training;
d. maintain inspection records;
e. maintain service records;
f. maintain anchorage records;
g. prevent unauthorised modifications;
h. prevent unauthorised repairs;

i. ensure the Product remains accessible and unobstructed where intended for emergency use;
j. ensure emergency procedures are established;
k. ensure relevant authorities/building management approve the installation where required;
l. ensure all applicable building and fire-safety requirements are satisfied; and
m. immediately remove defective Products from service.

15. FIRE SAFETY SYSTEMS

15.1 FIREFLY® is an emergency descent device and shall not be considered a substitute for legally required fire-protection systems.

15.2 The Purchaser remains responsible for maintaining all other legally required fire and life-safety systems.

15.3 The Company does not undertake responsibility for:

- fire detection;
- fire alarms;
- smoke detection;
- sprinklers;
- fire suppression;
- firefighting equipment;
- emergency lighting;
- emergency exits;
- protected staircases;
- fire doors;
- evacuation management;
- emergency response;
- rescue services; or
- building code compliance,

unless expressly contracted in writing.

16. PRODUCT CERTIFICATION AND APPROVALS

16.1 Any reference to a certification, test standard, approval, conformity assessment or regulatory approval shall apply only to the specific Product model, configuration and conditions covered by the relevant certificate or report.

16.2 A test certificate shall not be interpreted as a guarantee of successful evacuation under every possible emergency condition.

16.3 The Purchaser shall not advertise or represent FIREFLY® as certified to any standard unless such certification has actually been issued and remains valid.

16.4 No employee, distributor, dealer or agent is authorised to make a certification claim exceeding the official documentation.

16.5 Any regulatory approval required for a particular building, jurisdiction or installation remains the responsibility of the relevant Purchaser/Owner unless expressly included in the Company's written scope of work.

17. WARRANTY

17.1 Subject to the exclusions in these Terms, the Company warrants that the Product supplied will substantially conform to the Company's applicable written specifications at the time of sale.

17.2 Warranty Period: 12 months from the date of delivery / commissioning.

17.3 The Company's warranty remedy shall, at the Company's option and subject to applicable law, be limited to:

a. repair;
b. replacement of the defective component; or
c. replacement of the Product.

17.4 The Company may require the Product to be returned for examination before accepting a warranty claim.

18. WARRANTY EXCLUSIONS

The warranty does not cover damage, failure or deterioration arising from:

a. misuse;
b. negligence;
c. incorrect installation;

d. inadequate anchorage;
e. structural failure;
f. unauthorised modification;
g. unauthorised repair;
h. use of non-approved components;
i. use outside specified limits;
j. excessive load;
k. excessive height;
l. incorrect storage;
m. incorrect cleaning;
n. chemical exposure;
o. fire exposure;
p. excessive heat;
q. water damage where not permitted;
r. corrosion caused by environmental conditions;
s. normal wear and tear;
t. rope wear;
u. harness wear;
v. failure to inspect;
w. failure to maintain;
x. failure to service;
y. use after an Abnormal Event;
z. accidental damage;
aa. vandalism;
ab. tampering;
ac. acts of nature;
ad. improper transportation;
ae. third-party components;
af. alterations to the building;
ag. alterations to the anchorage;
ah. failure to follow the Manual; or
ai. any use outside the Product's intended purpose.

19. WARRANTY CLAIM PROCEDURE

19.1 All warranty claims must be notified to the Company as soon as reasonably practicable.

19.2 The Purchaser shall provide:

- Product serial number;
- purchase invoice;
- installation details;
- inspection records;
- maintenance records;
- photographs/videos where requested;
- description of the incident;
- User details where legally appropriate; and
- any other information reasonably required to investigate the claim.

19.3 The Purchaser shall preserve the Product and relevant components and shall not dismantle or modify the Product following an incident unless necessary to prevent immediate danger.

20. LIMITATION OF LIABILITY

20.1 To the maximum extent permitted by applicable law, the Company shall not be liable for any loss, damage, injury, expense, claim or consequence arising from:

a. misuse of the Product;
b. failure to follow instructions;
c. incorrect installation;

d. inadequate or defective anchorage;
e. structural failure;
f. failure of the building;
g. failure of third-party components;
h. unauthorised modification;
i. unauthorised repair;
j. use outside Product specifications;
k. excessive load;
l. excessive height;
m. failure to inspect;
n. failure to maintain;
o. failure to service;
p. use after an Abnormal Event;
q. use of non-approved components;
r. failure to provide appropriate training;
s. User negligence;
t. User misconduct;
u. Purchaser negligence;
v. Owner negligence;
w. Installer negligence;
x. distributor negligence;
y. acts or omissions of third parties;
z. emergency conditions beyond the Product's specified operating parameters;
aa. fire, smoke, heat or toxic gases;
ab. acts of God;
ac. natural disasters;
ad. war;
ae. terrorism;
af. civil disturbance;
ag. governmental action;
ah. power or utility failure where relevant;
ai. building evacuation failures;
aj. delayed emergency response;
ak. failure of other fire-safety systems;
al. failure to obtain required approvals;
am. use contrary to applicable law; or
an. any event outside the Company's expressly contracted scope of responsibility.

20.2 To the maximum extent permitted by applicable law, the Company shall not be liable for indirect, incidental, special, punitive, exemplary or consequential losses, including loss of profit, loss of business, loss of revenue, loss of opportunity, loss of goodwill, business interruption or similar commercial losses.

20.3 Nothing in these Terms shall exclude or restrict any liability that cannot lawfully be excluded or restricted under applicable law.

20.4 Nothing in these Terms shall be interpreted as excluding statutory rights or remedies that cannot legally be waived.

21. LIABILITY ALLOCATION

21.1 The Company is responsible only for matters expressly within the Company's contractual scope and legally applicable responsibilities.

21.2 The Purchaser is responsible for matters under the Purchaser's control.

21.3 The Owner is responsible for the building, installation environment, accessibility, maintenance and structural conditions under the Owner's control.

21.4 The Installer is responsible for installation work performed by the Installer.

21.5 The User is responsible for following the Product instructions and operating limitations.

21.6 A third-party contractor is responsible for its own acts and omissions.

21.7 No party shall be deemed responsible for the independent acts or omissions of another party merely because FIREFLY® was present at the location.

22. INDEMNIFICATION

22.1 To the maximum extent permitted by law, the Purchaser agrees to indemnify and hold harmless the Company, its directors, officers, employees, agents, distributors and representatives from third-party claims, losses, damages, costs and reasonable legal expenses arising from:

a. misuse of the Product;
b. unauthorised modification;
c. incorrect installation;
d. inadequate anchorage;
e. structural failure;
f. failure to maintain;
g. failure to inspect;
h. failure to train Users;
i. use outside specified limits;
j. use of unauthorised components;
k. breach of these Terms;
l. unauthorised representations made by the Purchaser;
m. unauthorised resale;
n. violation of applicable law; or
o. acts or omissions of the Purchaser, Owner, Installer, User or other persons under their control.

22.2 This indemnity shall not apply to the extent a claim is finally determined by a competent authority to have resulted from the Company's own liability that cannot legally be transferred or excluded.

23. THIRD-PARTY INSTALLERS AND CONTRACTORS

23.1 If the Purchaser appoints an independent installer, contractor, engineer or consultant, such appointment does not make that person an agent, employee or representative of the Company.

23.2 The Company shall not be responsible for independent contractors unless expressly agreed in writing.

23.3 The Purchaser shall ensure that independent contractors receive the applicable Product documentation.

24. DISTRIBUTORS AND RESELLERS

24.1 No distributor or reseller may:

a. modify the Product;
b. alter safety labels;
c. remove serial numbers;
d. make unauthorised performance claims;
e. claim certification that has not been granted;
f. issue warranties beyond the Company's written warranty;
g. represent itself as the Company; or
h. alter the Product's intended use.

24.2 Any distributor or reseller who makes representations exceeding the Company's official documentation does so at its own responsibility.

25. TRANSFER / RESALE

25.1 The Purchaser shall provide the complete Product documentation to any subsequent owner or User.

25.2 The Purchaser shall notify the Company of a transfer where required by the Manual or warranty conditions.

25.3 A Product shall not be resold if it is known to be damaged, defective, expired, modified, uncertified or otherwise unsuitable for use.

25.4 A Product involved in an Abnormal Event shall not be transferred for use unless appropriately inspected and cleared.

26. STORAGE AND ENVIRONMENT

26.1 The Product must be stored in accordance with the Manual.

26.2 Storage conditions must protect the Product from unauthorised access, contamination, excessive heat, moisture, chemicals, physical damage and other prohibited conditions.

26.3 The Purchaser is responsible for ensuring suitable storage.

26.4 Improper storage may invalidate the warranty and render the Product unsafe.

27. PRODUCT SERVICE LIFE

27.1 FIREFLY® shall only be used for the service life specified by the Company[3 YEARS BUT MUST BE NOT USED IF USED ONCE FOR AN EMERGENCY EVENT] or applicable certification.

27.2 Components having defined replacement intervals must be replaced at the required intervals.

27.3 A Product that has exceeded its specified service life must not be used unless expressly inspected, recertified or otherwise authorised in accordance with applicable requirements.

28. INCIDENT REPORTING

28.1 The Purchaser must promptly notify the Company of any serious Product incident, suspected malfunction, abnormal descent, serious injury, Product failure or other event that may affect Product safety.

28.2 The Purchaser shall preserve the Product and relevant components where reasonably possible.

28.3 The Purchaser shall cooperate with any reasonable safety investigation.

28.4 No party shall alter or destroy evidence relating to a serious Product incident except where necessary to prevent immediate danger or comply with law.

29. PRODUCT RECALL / SAFETY NOTICE

29.1 If the Company determines that a safety notice, inspection, service campaign, modification, replacement or recall is necessary, the Purchaser shall reasonably cooperate.

29.2 The Purchaser shall provide reasonable assistance in identifying affected Products where requested.

29.3 The Purchaser shall not continue using a Product that the Company has formally instructed it to remove from service for safety reasons.

30. INTELLECTUAL PROPERTY

30.1 FIREFLY®, its name, logo, designs, drawings, manuals, engineering documentation, trademarks, photographs, technical materials and other intellectual property remain the property of their respective owners.

30.2 Purchase of the Product does not transfer intellectual property rights.

30.3 The Purchaser shall not copy, reverse engineer, reproduce, manufacture or commercialise the Product or its proprietary components without written authorisation.

31. CONFIDENTIALITY

Technical drawings, manufacturing information, engineering specifications, test information, commercial information and other non-public information supplied by the Company shall be treated as confidential where identified as confidential or reasonably understood to be confidential.

32. CHANGES TO THE PRODUCT

32.1 The Company may improve, modify or update the Product from time to time.

32.2 Any modification affecting certification, safety or operating instructions shall be managed in accordance with applicable regulatory and certification requirements.

32.3 The Purchaser shall use the documentation applicable to the exact Product model and serial number.

33. FORCE MAJEURE

The Company shall not be responsible for delay or inability to perform caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, epidemic/pandemic, governmental restrictions, transportation disruption, supply-chain disruption, strikes, industrial disputes, fire, flood or other extraordinary events.

34. COMPLIANCE WITH LAW

34.1 The Purchaser shall comply with all laws, regulations, building codes, fire-safety requirements, occupational-safety requirements, installation requirements and authority approvals applicable to the Product’s location and intended use.

34.2 The Purchaser shall obtain any approval required for installation or operation unless expressly included in the Company’s written scope.

34.3 Compliance requirements may vary between jurisdictions.

34.4 installations shall additionally comply with applicable INDIAN federal, civil-defence, building and conformity requirements.

35. NO UNAUTHORISED REPRESENTATIONS

35.1 Only written specifications and officially issued Product documentation shall constitute authorised Product representations.

35.2 No dealer, salesperson, installer, contractor, consultant, influencer or other third party may create a warranty or guarantee on behalf of the Company unless expressly authorised in writing.

35.3 Any unauthorised representation is not binding upon the Company to the maximum extent permitted by law.

36. EMERGENCY USE DOES NOT SUSPEND SAFETY REQUIREMENTS

The fact that an emergency exists does not authorise use of FIREFLY® outside its operating limits where doing so creates a foreseeable additional hazard.

However, nothing in these Terms is intended to prevent a person from taking reasonable action to protect life where legally permitted.

37. PURCHASE PRICE AND PAYMENT

37.1 Prices, taxes, delivery charges, installation charges and other commercial terms shall be as stated in the applicable quotation, purchase order or invoice.

37.2 Unless otherwise agreed in writing, payment obligations are independent of subsequent installation or use.

37.3 Taxes, customs duties, import duties, governmental fees and regulatory charges shall be borne as stated in the applicable commercial agreement.

38. DELIVERY AND RISK

38.1 Delivery shall occur according to the applicable purchase agreement or invoice.

38.2 Risk in the Product shall transfer in accordance with the agreed delivery terms, subject always to applicable law.

38.3 Transfer of risk does not eliminate the Company’s statutory obligations that cannot legally be excluded.

39. CANCELLATION AND RETURNS

39.1 Returns shall be governed by the applicable purchase agreement and mandatory law.

39.2 A Product that has been installed, modified, used, contaminated or subjected to an Abnormal Event may not be eligible for return except where required by law or expressly agreed by the Company.

40. SEVERABILITY

If any provision of these Terms is determined to be invalid, illegal or unenforceable, that provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall continue in full force to the maximum extent permitted by law.

41. NO WAIVER

Failure by the Company to enforce any provision immediately shall not constitute a waiver of that provision or any other provision.

42. ENTIRE AGREEMENT

These Terms, together with the applicable quotation, purchase order, invoice, Product Manual, technical specifications, warranty and expressly incorporated documents, constitute the agreement relating to the Product.

No prior oral or written statement shall modify these terms unless expressly incorporated in writing.

43. ORDER OF PRECEDENCE

In the event of inconsistency, the following order shall apply unless otherwise legally required:

- Mandatory applicable law;
- Government/regulatory/certification requirements;
- Specific written contract signed by the Company;
- Product-specific technical documentation;
- Product Manual;
- Warranty;

- These Terms and Conditions;
- Sales/marketing materials.

44. GOVERNING LAW AND JURISDICTION

For sales made in India, these Terms shall be governed by the laws of India, subject to mandatory applicable consumer, product-safety and other laws.

Jurisdiction: MATHURA DISTRICT COURT

For international sales, including INDIA sales, the applicable governing law, jurisdiction, dispute-resolution mechanism and mandatory local requirements shall be specified in the relevant commercial agreement.

Nothing in this clause shall exclude a mandatory jurisdiction or statutory remedy that cannot legally be excluded.

45. DISPUTE RESOLUTION

The parties shall first attempt in good faith to resolve commercial disputes through written notice and negotiation.

Where appropriate, the parties may agree to mediation or arbitration under a separate written agreement.

Nothing prevents a party from seeking urgent protective or statutory relief where legally available.

46. CONSUMER AND STATUTORY RIGHTS

Nothing in these Terms is intended to remove or restrict any statutory right, remedy, warranty or protection that cannot lawfully be excluded.

Where mandatory consumer or product-liability law applies, such law shall prevail to the extent of any inconsistency.

47. SAFETY-FIRST INTERPRETATION

Where there is uncertainty regarding the safe use of FIREFLY®, the Product shall be removed from service and not used until the uncertainty has been resolved by an appropriately qualified or authorised person.

No commercial consideration shall justify knowingly using a Product in a condition that is outside its approved operating requirements.

48. PURCHASER ACKNOWLEDGEMENT

By placing the order, the Purchaser automatically acknowledges and accept that:

- I have received or been provided access to the FIREFLY® Product Manual.
- I understand that FIREFLY® is an emergency rescue/controlled descent device.
- I understand that FIREFLY® does not guarantee survival or successful evacuation.
- I understand that emergency descent carries inherent risks.
- I understand the Product’s operating limitations.
- I understand that correct anchorage is critical to safe operation.
- I understand that the supporting building structure must be suitable.
- I understand that the Product must be inspected before use.
- I understand that damaged Products must not be used.
- I understand that a Product involved in an Abnormal Event must be removed from service.
- I understand that unauthorised modifications are prohibited.
- I understand that only Approved Components may be used.
- I understand that the Product is not a replacement for legally required fire-safety systems.
- I understand that appropriate training is required.
- I agree to ensure that all Users receive appropriate instructions.
- I agree to comply with all applicable laws and regulations.
- I agree to maintain the Product in accordance with the Manual.
- I understand the warranty limitations.
- I have been given the opportunity to ask questions regarding the Product.
- I accept these Terms and Conditions subject to applicable law.

49. COMMISSIONING CERTIFICATE

The undersigned confirms that, to the best of their knowledge:

- the Product identified above has been installed in accordance with the applicable FIREFLY® instructions;
- the installation has been inspected;

- the anchorage has been verified by the responsible party;
- required documentation has been provided;
- required warnings/labels are present;
- required training/instruction has been provided; and
- the Product has been released for use subject to the FIREFLY® Manual and these Terms.

50. USER ACKNOWLEDGEMENT

I confirm that I have been provided with the necessary FIREFLY® instructions and understand that:

- FIREFLY® is an emergency device.
- I must follow the Product instructions.
- I must inspect the Product before use.
- I must not use damaged equipment.
- I must not exceed the specified limits.
- I must use the correct harness and connection system.
- I must not modify the Product.
- I must immediately stop using the Product if I identify a safety concern.

51. FINAL SAFETY DECLARATION

DO NOT USE FIREFLY® IF YOU DO NOT UNDERSTAND HOW TO USE IT.

DO NOT USE FIREFLY® IF IT IS DAMAGED.

DO NOT USE FIREFLY® OUTSIDE ITS SPECIFIED LIMITS.

DO NOT MODIFY FIREFLY®.

DO NOT USE UNAPPROVED COMPONENTS.

DO NOT USE A FIREFLY® DEVICE AFTER AN ABNORMAL EVENT UNTIL IT HAS BEEN INSPECTED AND CLEARED.

ALWAYS FOLLOW THE CURRENT OFFICIAL FIREFLY® MANUAL.

IN AN EMERGENCY, CONTACT THE APPROPRIATE EMERGENCY SERVICES WHEN POSSIBLE.

SIGNATURE AND ACCEPTANCE

FOR FALCON FIRE SAFETY PRIVATE LIMITED

Name:	VASUDEV BAJAJ
Designation:	CEO
Signature:	VASUDEVBAJAJ
Date:	08 OCT 2026

END OF DOCUMENT