

Guardian Sports official response to claims by helmet manufacturers regarding Guardian® Caps.

Helmet Manufacturers Cannot De-certify a Helmet After the Helmet is Sold

NOCSAE has set forth specific rules about when a helmet manufacturer or the SEI as the certifying body have the right to declare a certification void. There are two requirements for decertification: (1) the product is altered after certification **AND** (2) the product is offered for sale to the public after the product is altered.

Guardian® Caps do not alter the product as certified, and the helmet is not offered for sale or resale to the public with a Guardian® Cap attached.

See <https://nocsae.org/certification/> which states in relevant part; “Manufacturers are solely responsible for product warranties. NOCSAE is not involved. Both the manufacturer and SEI as the certifying body have the right, under the NOCSAE standards to declare a certification void if the certified product is altered after certification and made available for sale.”

The manufacturer loses any rights to decertify under NOCSAE rules after the helmet is sold if a user of the helmet adds a Guardian® Cap for additional protection.

Use of a Guardian® Cap Does Not Void the Helmet’s Warranty

Riddell’s warranty¹ explicitly states the conditions that void the helmet’s warranty, and none of those conditions involve using the Guardian® Cap.

Evidence of any of the following conditions will operate to void this warranty:

- 1) Failure to have the helmet reconditioned at least every two (2) years by a NOCSAE Licensed Reconditioner. **Not relevant to the use of the Guardian® Cap.**
- 2) Installation of used parts instead of new parts whenever a liner replacement is necessary. **Not relevant to the use of the Guardian® Cap.**
- 3) Where shells have been damaged by a chemical reaction from the use of incompatible materials such as: a. Attachment of a guard, face mask or component of another manufacturer or mismatched material. b. Use of cleaners, waxes or paints of another manufacturer or failure to follow recommended cleaning and painting instructions. **Not relevant to the use of the Guardian® Cap.**
- 4) Excessive drilling of holes or drilling of any new holes less than ½” from each other or the edge of the shell. **Not relevant to the use of the Guardian® Cap.**

¹ See <https://content.riddell.com/terms-conditions/>

5) Abusive treatments or any use other than the playing of American football. **Not relevant to the use of the Guardian® Cap.**

6) Removal of, or obliteration of, the Warranty label, date code or warning labels. **Not relevant to the use of the Guardian® Cap.**

Federal warranty law² requires the merchant to prove an alteration caused the defect to void a written warranty. For the use of the Guardian® Cap to void a manufacturer's warranty, the manufacturer would have to prove that the defect in a helmet was caused by the use of the Guardian® Cap. Guardian Caps have been in use since 2012 and there has never been a report or allegation that the Guardian Cap caused any defect in a helmet.

Use of a Guardian® Cap Is Not Illegal

Manufacturers sometimes falsely claim that "[T]hird party, aftermarket products that are used on a helmet...make the helmet or face mask illegal to use in most organized football leagues, games, or other activities."

Football organizations set the rules and regulations about what may or may not be used in practice and/or competitions. The NFL, CFL, NCAA, NFHS, AYF, Pop Warner and many other leagues permit the use of Guardian Caps in practice and/or games. Manufacturers are not involved in rulemaking and have absolutely no right to opine on the legality of the use of Guardian Caps.

² 15 U.S.C §2304(c) See <https://www.law.cornell.edu/uscode/text/15/2304>