

# SELLING THE STANDARDS



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**Promoting Customer  
Acceptance & Compliance  
with NFPA 1901 (2003)**

# Presented by

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# SELLING THE STANDARDS



- Why Insist on NFPA 1901 Compliance
- Selling the Standards
- Requests for Waivers, Favors & Variances

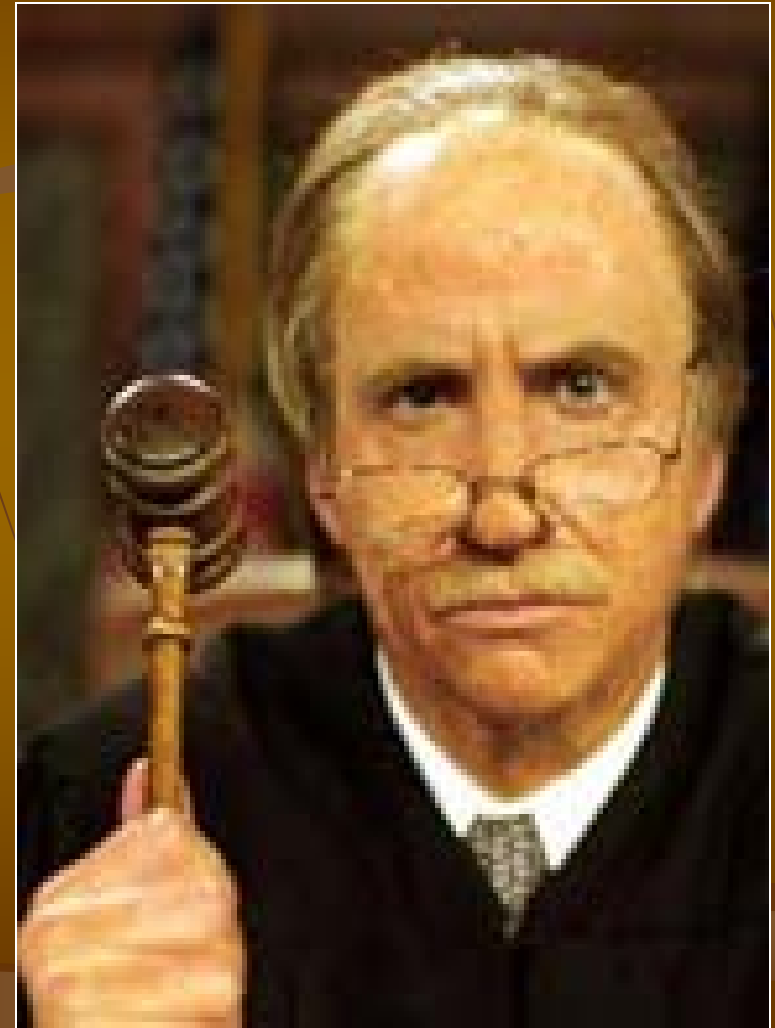
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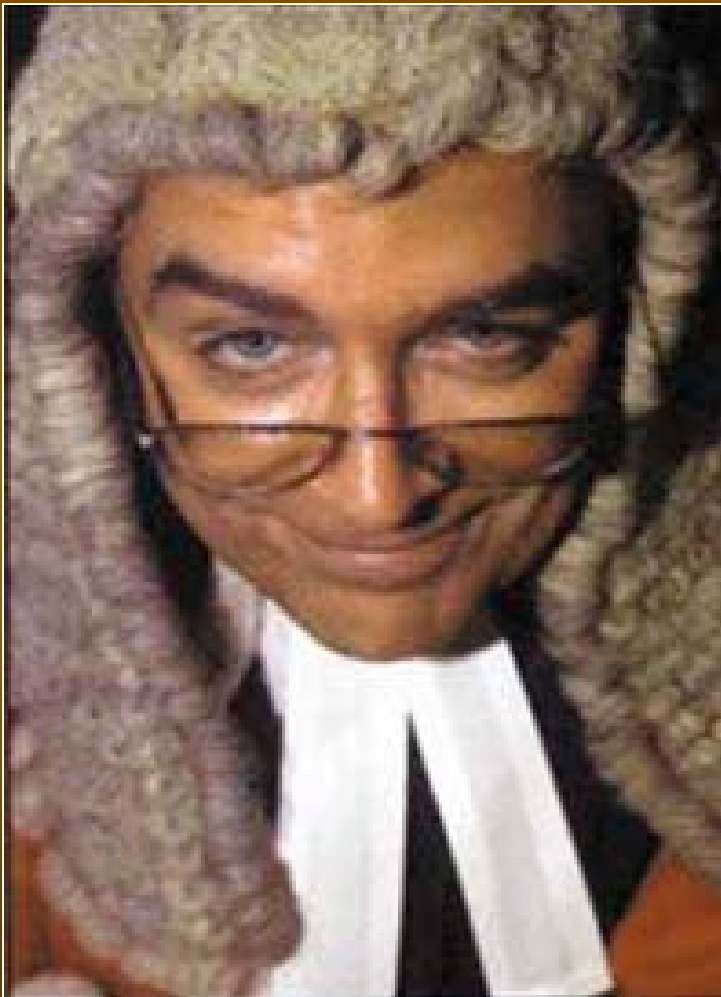
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# Why Insist on NFPA 1901 Compliance

- NFPA standards define the state-of-the-art for apparatus designers.
- They establish what the industry's "best practices" can produce.
- In effect, they create a "liability baseline."



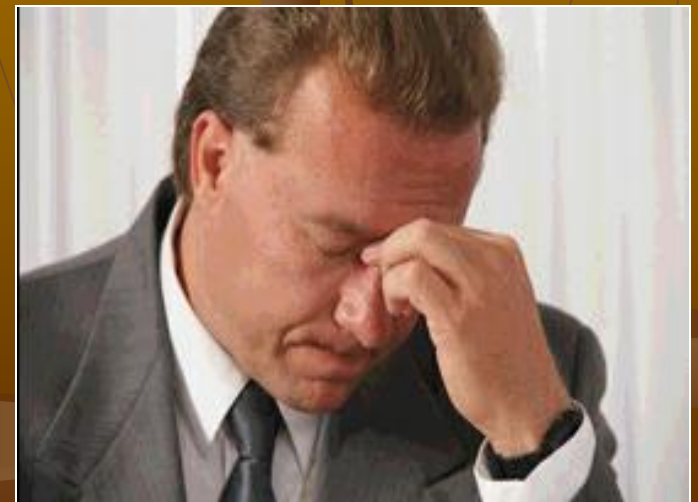
# Why Insist on NFPA 1901 Compliance



- You, the seller, are solely responsible for the safety of what you sell!
- Any deviation from the NFPA standards, however slight, can produce liability...
- ... and you will always be judged with 20/20 hindsight.

# Why Insist on NFPA 1901 Compliance

- In court, NFPA standards will be viewed as the minimum level of design safety required.
- If you can't prove substantive compliance – you're dead!



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# Selling the Standards



- NFPA 1901 compliance greatly improves safety, function, and reliability.
- Compliant apparatus offer many important advantages to the customer.
- Sell the uninformed customer on these huge benefits.

# Selling the Standards

- Use the new NFPA 1901 "Annex D" to emphasize the many functional and safety improvements developed through the years.
- Point-out the concurrence of leading chiefs, industry engineers & apparatus experts.



# Selling the Standards

- Strongly discourage customer specs that do not comply with standards.
- Sell the extreme liability risk to the customer.
- After the fact, how can they justify the requested deviation.



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# Requests for Waivers, Favors & Variances

- *"I'll give you a waiver of any responsibility for building it to my specs."*
- **No Dice!**
- There is no effective waiver for those who may be injured, **and they'll be the ones suing you!**



# Requests for Waivers, Favors & Variances



- There is a good response to the offered waiver...
- ...if the customer just insist on building the truck "their way" ...
- ... ask them instead for an **Indemnity Agreement** from the city government!

# Requests for Waivers, Favors & Variances

- It would start-off something like this...

This agreement establishes that The City of Dimview has requested that Flame-Up Apparatus Co. build a fire apparatus in accordance with certain design specifications which were prepared by the City, as attached hereto. The City has been fully informed by Flame-Up that the specified design specifications would produce an apparatus which does not comply with the generally accepted design, safety and performance standards applicable to such equipment, including NFPA 1901. The City is fully cognizant of the many safety hazards, functional deficiencies, and other dangers which could result from a non-compliant apparatus design, and the City is fully informed of the resulting risks of serious injury or death to city personnel, and to members of the public generally. Notwithstanding these facts, the City insists that the fire apparatus be constructed as specified, although Flame-Up has advised the City against such decision...

# Requests for Waivers, Favors & Variances

- ...and it would end-up something like this:

Accordingly, in consideration of the foregoing facts, the City of Dimview does hereby agree to **fully indemnify and defend** Flame-Up Apparatus Co. from and against any liability, damages or losses, of any kind or character, which may arise in the future from the design, manufacture or marketing of the fire apparatus specified by the City, or components thereof, including any claims alleging negligence, breach of warranty, strict liability in tort, deceptive trade practices, misrepresentation, or any other claim, of whatever type or description, which arise from any alleged dangers, defects or other deficiencies in the apparatus, or which otherwise flow from any aspect of the design, manufacture, marketing or use of the fire apparatus in question, or components thereof, including any such claims which are alleged to have resulted from Flame-Up's own wrongful conduct or negligence, if any.



# Requests for Waivers, Favors & Variances

- Don't worry - no City administrator would ever sign such an agreement...
- ...and you might even get a chuckle from the more street-smart chiefs...
- ...but you'll make your point, and they'll get the message!



# Requests for Waivers, Favors & Variances

## The Bottom Line is...



- If the buyer is unwilling to shoulder the full legal responsibility for a non-compliant truck...
- ... then you should never agree to bear that risk for them!

# Requests for Waivers, Favors & Variances



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THANK YOU !

