



## **1. Limited Warranty.**

### **a. General**

Subject to the terms and conditions of this Limited Warranty and except as provided in Section 1(b), Seller warrants its products to be free from defects in materials and workmanship under normal use and service, normal wear and tear excepted, for 24 months from the manufacture date code; provided, however, that in the event the Buyer presents a proper invoice relating to the purchased product and such invoice bears a date later than the manufacture date, then Seller may at its discretion, reflect the warranty period as commencing at invoice date. Except as required by law, this Limited Warranty is only made to Buyer and may not be transferred to any third party.

Seller shall have no obligation under this Limited Warranty or otherwise if:

- (i) The product is improperly installed, applied or maintained;
- (ii) Installed outside of stated operating parameters, altered or improperly serviced or repaired by anyone other than the Seller/Seller's Authorized Service/Repair Center;
- (iii) Damage is caused by outside natural occurrences, such as lightning, power surges, fire, floods, acts of nature, or the like.

In addition, this Limited Warranty shall not apply to:

- (iv) Defects resulting from unauthorized modification, misuse, vandalism, alterations of serial numbers, other causes unrelated to defective materials or workmanship, or failures related to batteries of any type used in connection with the products sold hereunder.

Non-Seller branded products are warranted by the third party manufacturer for a period as defined by the third party manufacturer. Seller assigns to the Buyer those warranties and only those warranties extended by such third party manufacturers or vendors for non-Seller branded products. Seller does not itself warrant any non-Seller branded product and sells only on an as is basis.

### **b. Exceptions to Warranty With Respect to Honeywell Products listed below:**

Hardwire Contacts - Seller warrants parts for Hardwire Contacts in accordance with the terms of the above limited warranty for a period of five (5) years from the manufacture date code.

Hardwire PIRs - Seller warrants parts for Hardwire PIRs in accordance with the terms of the above limited warranty for a period of five (5) years from the manufacture date code.

## **2. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY**

THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL SELLER BE LIABLE TO ANYONE FOR ANY (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT AND/OR FOR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLER'S OWN NEGLIGENCE OR FAULT AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Any product description (whether in writing or made orally by Seller or Seller's agents), specifications, samples, models, bulletin, drawings, diagrams, engineering sheets, or similar materials used in connection with the Buyer's

order are for the sole purpose of identifying the Seller's products and shall not be construed as an express warranty or condition. Any suggestions by Seller or Seller's agents regarding use, applications, or suitability of the products shall not be construed as an express warranty or condition unless confirmed to be such in writing by Seller. Seller does not represent that the products it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise, or that the products will in all cases provide adequate warning or protection. Buyer understands and will cause its customer to understand that a properly installed and maintained alarm may only reduce the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THE PRODUCT FAILED TO GIVE WARNING. However, if Seller is held liable whether directly or indirectly for any loss or damage with respect to the products it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the product, which shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy against the Seller.

### **3. Limitation on Liability to Buyer's Customers.**

Buyer agrees to limit liability to its customers to the fullest extent permitted by law. Buyer acknowledges that Seller shall only be deemed to give consumers of its products such statutory warranties as may be required by law and at no time shall Buyer represent to its customers and/or users of the Seller's products that Seller provides any additional warranties. By accepting the products, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or users of the products because of any failure of the products to detect and/or warn of the danger for which the goods were designed or any other failure of the products whether or not such damages are caused or contributed to by the sole or joint concurring negligence or fault of Seller.

### **4. Returns and Repairs.**

Subject to the terms and conditions listed below, during the applicable warranty period, Seller will repair or replace, at its sole option, free of charge any defective products returned prepaid. Seller reserves the right to replace any defective product under warranty with new, refurbished or remanufactured product. In the event you have a problem with any Seller product, please call and request a RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER from the Service Department.

In the USA call 800-573-0154.

Shipping Address:  
Honeywell Security Service Center  
12220 Rojas Drive  
Suite 700  
El Paso, TX 79936

Be sure to have the model number, serial number, and the nature of the problem available for the customer service representative. Prior authorization MUST be obtained for all returns, exchanges, or credits. ITEMS SHIPPED TO SELLER WITHOUT A CLEARLY IDENTIFIED RMA NUMBER MAY BE REFUSED.

Products returned will be tested to verify the defect. Upon verification of the defect, the product will be repaired, exchanged, or credited to Buyer's account, at the sole discretion of Seller. In the event of replacement, the returned product will be credited to Buyer's account and a new invoice issued for the replacement item. Seller reserves the right to issue a credit only in lieu of

replacement. If the product is found to be in good working order or its inability to function properly is a result of user damage or abuse, the product will be returned in the same condition as received unless repair is possible and requested by Buyer and in each case, freight charges will be the responsibility of the Buyer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with Buyer to accept the charge.

Non-Warranty Repair - Buyer will be charged for repairs on out of warranty product. Applicable charges will be calculated and quoted when an RMA number is issued. Charges may vary based on actual product condition. For all non-warranty repairs Buyer will be billed for all parts, labor and shipping costs. Non-warranty repairs are warranted for 90 days from date of repair.

Return for Credit Unused Product - At its option, Seller may accept as a return for credit unused product in its original package and in a condition that could be sold as new provided the product was purchased from Seller no more than thirty (30) days prior to the date of return. Buyer must provide proof of purchase within the preceding thirty (30) days and method of payment. Returns must include all original instructions and packaging within the original box. Special order items are non-returnable (unless otherwise specified by Seller). All returns are subject to a fifteen percent (15%) restocking fee. For non-returnable items, no return privileges apply. Buyer must contact Customer Service and obtain a Return Authorization for Credit (RAC) number. Unauthorized returns are not accepted and will be returned freight collect.

Bad-Out-of-Box Replacement - For products sold through distribution, Honeywell will provide the following privileges solely to its direct distributor buyer: Buyer may return a product deemed to be defective within 365 days from the manufacture date code for credit or a replacement product. If the product is found to be in good working order or if the damage or defect is not covered by the scope of the seller's warranty in section 1 above, the product will either be: (i) returned in the same condition as received or (ii) processed as per Buyer's request, and in either event, the freight charges will be the responsibility of the Buyer.

## **5. Governing Law**

If the Buyer acquires the Seller's product in the United States of America, the laws of the State of New York apply to this Limited Warranty.

## **6. Miscellaneous**

Where any term of this Limited Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect.