

## Limited Warranty

Products manufactured by Inovonics Corporation ("Inovonics" or "us") are warranted in accordance with the following limited warranties. These warranties extend only to the original purchaser/approved channel partner that purchases the product from Inovonics ("Buyer" or "you") and may not be transferred to end users of the Products ("End-Users") or other third parties, by operation of law or otherwise. Such warranties are in force only upon payment in full for the product(s) to be warranted. Inovonics' applicable warranties shall be those in effect on the date of purchase, which Inovonics may alter or terminate in whole or in part for future product sales at any time, without prior notice. No employee, agent, dealer, reseller, or other person is authorized to modify, vary, or extend Inovonics' warranties as set out herein, nor to assume for Inovonics any other liability in connection with its products.

### **Limited Three (3) Year Warranty Hardware Products**

Inovonics warrants that all hardware products manufactured by Inovonics will be free of defects in materials and workmanship under normal use in accordance with Inovonics' installation and operating manuals for a period of three (3) years from the date of manufacture stamped on or inside the Product or, if there is no such date stamped on or inside the Product, then for a period of three (3) years from date of invoice.

### **Limited One (1) Year Warranty Software Products**

Inovonics warrants that all Inovonics software will perform substantially in accordance with the operational features of Inovonics' published specifications as set out in the applicable user manual when installed and used in accordance with the applicable user manual and Inovonics' then-applicable End User License Agreement for a period of twelve (12) months from date of installation. Inovonics does not warrant that the function of the software will meet your requirements or that operation will be uninterrupted or error free. Buyer and each End-User assumes responsibility for selecting the software to achieve its intended results and for the use and results obtained from the software, and is responsible for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for all systems and data. Other than as stated above, software is provided "AS IS."

### **Limited Remedy**

To exercise the warranty, you must obtain a Return Material Authorization ("RMA") Number from Inovonics Technical Support and return the product, freight prepaid, to Inovonics' factory within the applicable warranty period. End-Users may exercise warranty claims only through an approved Inovonics channel partner, who will arrange all details of shipment. Products returned to Inovonics within the applicable warranty period and found to be defective by factory inspection will be repaired or replaced with new or refurbished products or parts, at Inovonics' option and without charge, and returned to Buyer freight prepaid. The repaired or replaced product is then warranted under the terms of the applicable limited warranty for the balance of the original warranty term or for 90 days, whichever is longer. Inovonics will not be responsible for any other costs or charges of any nature, including without limitation costs of dismantling, disassembly, de-installation, removal, or reinstallation. If Inovonics is not able, using reasonable efforts, to cure or correct a defect, Inovonics' sole obligation shall be to refund an equitable portion of the purchase price paid to Inovonics for the affected Product. Any replacement of Products may be made by substitution of similar or upgraded Products having the same or similar functionality.

### **Advance Replacement**

Inovonics will advance replace defective equipment that has failed upon initial installation (bad-out-of-box) with new equipment for a period of 60 days from the original date of shipment. All replacements will be invoiced at shipment and credited upon receipt of the defective product. Invoices will remain outstanding if the returned product does not qualify under the advanced replacement terms. Please contact Inovonics Technical Support to see if your product is eligible for Advance Replacement.

### **Third Party Products, Accessories, or Attachment Products**

Products not manufactured by Inovonics, including without limitation accessories, attachments, or batteries used in conjunction with

Inovonics equipment, are warranted, if at all, only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty. Inovonics does not warrant any third party products, all of which Inovonics provides "AS IS." Inovonics will not be liable for any direct, incidental, consequential, or other damage or loss of any nature with respect to such third party products or failure of any third party to perform under its warranty or for any damage, loss or defect caused by the malfunction of any Inovonics product due to products, accessories, or attachments of other manufacturers (including batteries) used in conjunction with Inovonics products. Inovonics' warranties do not include replacement of batteries used to power Inovonics products.

### **Exclusions**

Any warranty claim, support claim, or liability is excluded, and Buyer shall be solely responsible, for any claim, damage, or liability arising out of (1) improper installation, (2) accident, theft, tampering, abuse, misuse, extraordinary wear and tear, or neglect, including without limitation contamination (by liquid or otherwise), lack of routine care or maintenance, or maintenance by an unauthorized third party service provider; (3) improper use or other failure to follow Inovonics' installation and operating instructions, including use or operation of Products outside of normal or specified operating or environmental conditions, or in a manner not authorized in the applicable documentation, (4) damage, defects, problems, malfunctions, or failures created by third party equipment, parts, components, accessories, software, services, or attachments (either internal or external), including batteries, not manufactured, supplied, and installed by Inovonics or their use or interface with Inovonics' Products, including WiFi or other signal interference from other technology, equipment, services, or installations; (4) acts of God, computer viruses, or other causes external to the products, including without limitation fire, flood, water, lightning, power surges and other incidence of excessive or insufficient (or lack of) voltage, or (5) latent defects discovered after expiration of the applicable warranty period. Modification, repair, wiring or rewiring or alteration of a Product or re-engineering/reprogramming of a Product, other than as specifically authorized by Inovonics in writing, is prohibited and will void all warranties. Inovonics does not warrant that the safety and alerting/signaling features/functions of its Products are invulnerable or immune from operator error or from being disabled, misused, bypassed or otherwise defeated or that such features/functions will prevent unauthorized, fraudulent and/or improper use (see "**Conditions & Limitations**", below). Inovonics' responsibility shall in all events be limited to repair or replacement of the failed or defective product, and shall not include any further liability for, or arising out of, any Buyer or third party products.

**TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OBLIGATIONS OR LIABILITIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WHEN, UNDER APPLICABLE LAW, IMPLIED WARRANTIES MAY NOT BE EXCLUDED IN THEIR ENTIRETY, SUCH WARRANTIES WILL BE LIMITED TO THE DURATION OF THE APPLICABLE WRITTEN WARRANTY. INOVONICS WILL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OF ANY KIND, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. INOVONICS' TOTAL LIABILITY IN DAMAGES OR OTHERWISE, REGARDLESS OF CAUSE, WILL NOT IN ANY EVENT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM, WHICH WILL BE FIXED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND WILL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST INOVONICS. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

### **Installation and Operating Manual and Troubleshooting**

Users should read all installation and operating manuals thoroughly before operating the products. In the unlikely event that you should encounter difficulty operating the products, the installation and operating manual should be consulted before contacting Inovonics technical support for assistance. Inovonics does not warrant the Installation and Operating Manuals which Inovonics provides "AS IS".

### **Conditions & Limitations**

Users and subscribers must understand that no form of wired or wireless communications is 100% error-free or instantaneous, and Inovonics does not claim or guaranty that its products will in all cases provide adequate, accurate, or instantaneous warning, location identification, or personal protection. In addition, Inovonics' warranties are subject to the following additional exclusions, conditions and limitations:

- **Warning:** It is important that Users follow all installation, operation and maintenance instructions. Users are required to conduct product and systems tests at least once each week. Changes in environmental conditions, electric or electronic disruptions, misuse, and tampering may cause the product not to perform as expected.
- **Warning:** Users are responsible for exercising all due prudence and taking necessary precautions for the safety and protection of lives and property wherever Inovonics products are installed. Inovonics requires that Users provide adequate system level supervision to provide early warning of system malfunction and/or intermittent operation whenever used in applications affecting life safety. Users are warned that unsupervised devices are subject to undetected failure due to malfunction, battery failure, tampering, or changes in environment.
- **Warning:** Users must recognize that even a properly installed and maintained security, life safety, medical alert, nurse call, mobile duress, or other alarm or notification system may only reduce the risk of events such as burglary, robbery, assault, personal injury, and fire. It does not and cannot ensure or guarantee that such events will not occur or that there will be no death, personal injury and/or damage to property as a result of such events. Inovonics does not claim that its products may not be compromised and/or circumvented, or that its products will prevent any death, personal or bodily injury, and/or loss or damage to property resulting from burglary, robbery, assault, fire or otherwise. Inovonics shall have no liability for any death, loss, injury, or damage of any nature, however incurred, based on a claim that Inovonics' products failed to function properly or accurately.
- **Interruption of Service:** Inovonics does not guarantee uninterrupted service, and will not be liable if the services are interrupted by strikes, riots, acts of god such as floods, storms, earthquakes, fires, or lightning, power failures/power surges and other incidence of excessive or insufficient (or lack of) voltage, insurrection, interruption or unavailability of the internet or telephone service, faulty internet or telephone lines, faulty or unavailable internet/cellular/radio transmitters and/or receivers, damage or destruction to, or malfunction of, equipment or facilities, WiFi or other signal interference from other technology, equipment, services, or installations at or near the installation site, or any other cause beyond Inovonics' reasonable control. Inovonics shall not be liable for any failure to provide services while any such interruption continues, and user subscriptions may be suspended or terminated at Inovonics' option, should equipment or facilities become so damaged that the further continuation of services is no longer sustainable.

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