

## **Inaxsys Limited Warranty**

Inaxsys Security Systems Inc. (“Seller” or “Inaxsys”) warrants its products to be free from defects in materials and workmanship under normal use for a period of three (3) year (the “**Warranty Period**”) from the production-delivery date, as identified by date code(s) indicated on the products. Except as specifically stated herein, all express or implied warranties whatsoever, statutory or otherwise, including without limitation, any implied warranty of merchantability and fitness for a particular purpose, are fully and expressly excluded. Because Seller does not install or connect the products and because the products may be used in conjunction with products not manufactured by Seller, Seller cannot guarantee the performance of the security system and shall not be responsible in any way whatsoever for faulty installation or connection. This warranty applies to the original end-user purchaser only and is non-transferable.

In the event and to the extent that any of the products covered hereby or any components or parts thereof are manufactured or processed by any third party, then Seller’s sole obligation with respect to such products, components or parts shall be to assign to purchaser (“Buyer”), if and to the extent assignable, all warranties made or given to Seller by such third party. Further, any warranty given herein by Supplier is also void in any case where the product has been adversely affected by misuse, damaged in transit or where there has been abuse or failure to maintain the product according to the instructions provided or general practice, if any.

Seller’s obligation and liability under this warranty is expressly limited to, at Seller’s sole option, repairing or replacing (with the same or equivalent product) any defective product. Notwithstanding the preceding statement, Seller’s maximum liability will be strictly limited to the purchase price of the defective product. In no event whatsoever shall the Seller be liable to the Buyer or any other person for any loss or damages whether direct or indirect or consequential or incidental, including without limitation, any damages for lost profits, stolen goods, or claims by any other party, caused by defective products or otherwise arising from the improper, incorrect or otherwise faulty installation or use of the product.

No product may be returned to Seller without the prior written authorization of Seller in the manner provided for below. Any claims for breach of warranty which arise within the Warranty Period must be reported in writing by Buyer to the Supplier, in sufficient detail to fully apprise Seller of the claimed defect within sixty (60) days after Buyer learning of the alleged defect. Seller shall at its discretion issue the Buyer a return authorization number (“RMA number”) and only upon receipt of same shall Buyer have the right to ship the defective product, freight prepaid, to Seller. If the Seller determines in its sole discretion, acting reasonably, that the product does not conform to the warranty given herein, Seller at



its option, shall either repair or replace the product as provided for above. Buyer shall provide, upon request from Seller, with client receipts, proof of purchase and other suitable documentation. Buyer is responsible to obtain such documentation prior to accepting returns from its clients.

Any agents, dealers or employees of the Seller are not authorized to make any modifications to this warranty or to make any additional warranties that are binding on the Seller. Accordingly, statements by such individuals, whether oral or written, do not constitute warranties of the Seller and should not be relied upon. Buyer shall be responsible for any warranties provided to its clients that are outside of the scope of Inaxsys Limited Warranty.

### **Returns**

RMA number must be obtained prior to the return of product and must be clearly displayed on external packaging of each carton. All transportation and handling charges must be pre-paid.

If discrepancies exist between units received by Inaxsys and expeditors quantities, Inaxsys unit count will prevail. For control panels, only PCB's may be returned.

Products returned under warranty will be repaired or replaced at Seller's option. Products not under warranty will be treated as chargeable items and Inaxsys will be entitled to charge distributor its standard fees to repair or replace (including shipping). Buyer shall be responsible for all applicable taxes, duties, insurance and custom fees on any replaced or returned unit.

A three (3) month grace period will be allocated to the distributor to take in consideration inventory movement.

Unless otherwise stipulated, the return of repaired goods will be incorporated into regular shipments.

