

## **HONEYWELL SECURITY GROUP – INTRUDER PRODUCTS LIMITED WARRANTY AND REPAIR PROCESS– August 2015**

### **1. Limited Warranty.**

Honeywell Security UK Ltd (the “Seller”) warrants to the original purchaser only (the “Buyer”) Honeywell Security Group Intruder Products in respect of the hardware 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 or a period indicated in the published warranty matrix on HSG Website commencing from the manufacture date code (“Warranty Period”); - see Appendix 1 ‘**Warranty Periods and Service Charges**’

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.

If, during the applicable Warranty Period for a product, it is determined that any component of such product, (except software components), is defective due to faulty workmanship or defective materials, then such product shall be returned to Seller freight pre-paid in accordance with the return and repair process set out in section 2 below. Upon receipt of any such product during the applicable Warranty Period, Seller shall, at its expense, in Seller’s sole discretion, repair or replace such product using new or refurbished parts or exchange the Product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, and ship such product to return it to its original location, at Seller’s cost. The Seller’s obligations under this Limited Warranty are limited solely to repair/and/or replace at the Seller’s sole discretion any product or part thereof that may prove defective. Seller shall not be responsible for dismantling and/or reinstallation costs. Seller’s obligations hereunder shall arise only if Seller’s examination of the product in question discloses to Seller’s satisfaction that the claimed defect actually exists and is covered by the product warranty. Repair or replacement of a product (or any part thereof) does not extend the original Warranty Period for such product.

The warranty does not cover damage that has been caused by accident; misuse; abuse; neglect (including without limitation failure to follow proper maintenance service and cleaning schedules); improper shipping or handling; improper installation or testing; static electricity or electro-static discharge; excessive voltage or current supplied to or drawn from interface connections; Product disassembly, alteration, modification, service or repair by those other than Seller or its authorized representatives; natural or man-made disasters or hazards (including without limitation fire, theft, water damage and floods); or use of the product outside of its operational and environmental specifications. This Limited Warranty is for the benefit of the original Buyer only and is not assignable or transferable.

Notwithstanding any other provision of these terms, if Supplier sells Non-Seller branded products, Seller gives no warranties in respect of such products but undertake to make available to Buyer the published warranty of the third party manufacturer and the rights arising there from to the extent Supplier has the right to such warranties..

This Limited Warranty does not cover any software products. All software products are licensed, not sold, pursuant to the terms of the applicable end user license agreement accompanying such software products, and are solely subject to any express warranty contained in such end user license agreement.

Any recommendations or assistance provided by Supplier concerning the use, design, application, or operation of the products shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer’s own risk and without any obligation or liability to Supplier. It is the Buyer’s sole responsibility to determine the suitability of the products for use in the Buyer’s application(s). The failure by Supplier to make recommendations or provide assistance shall not give rise to any liability to Supplier.

Seller does not represent or warrant 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.

THE EXPRESS WARRANTIES OF SELLER STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

THE EXPRESS OBLIGATION OF SELLER TO REPAIR OR AND/OR REPLACE AS STATED ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SELLER, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL CONSEQUENTIAL OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR PERFORMANCE OF THE PRODUCTS. REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS CUSTOMER'S SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE, ANY LOSS OR CORRUPTION OF DATA, ANY LOSS OF GOODWILL, REPUTATION, PROFITS, ANTICIPATED PROFITS, REVENUE, BUSINESS, CONTRACT, USE OF MONEY OR USE OF PRODUCT OR ASSET OR ANY LOSS ARISING FROM BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

THE SELLER SHALL HAVE NO LIABILITY FOR ANY DEATH, PERSONAL AND/OR BODILY INJURY AND/OR DAMAGE TO PROPERTY OR OTHER DAMAGE OR LOSS (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL CONSEQUENTIAL OR INCIDENTAL) BASED ON A CLAIM THAT THE PRODUCT FAILED TO FUNCTION.

HOWEVER, IF SELLER IS HELD LIABLE WHETHER DIRECTLY OR INDIRECTLY FOR ANY LOSS OR DAMAGE UNDER THIS LIMITED WARRANTY, ITS AGGREGATE LIABILITY SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT INVOLVED, WHICH SHALL BE FIXED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST THE SELLER.

THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW. THESE LIMITATIONS AND EXCLUSIONS OF LIABILITY WILL NOT APPLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

## 2. Returns and Repairs Process.

Subject to the terms and conditions listed below, during the warranty period, Seller will repair or replace, at its sole option, free of charge any defective products returned prepaid. Seller may replace any product, or component of a product, with a refurbished product (or component, as the case may be) provided that such refurbished product or component is of an equivalent or better age or standard.

In the event you have a problem with any Seller product, please contact us and request a RETURN MERCHANDISE AUTHORISATION (RMA) NUMBER from the Service Department. In the event you have a problem with any Seller product, please request a RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER from the Service Department.

In the UK call +44 1928753822      email [HSGUKRepairsadmin@honeywell.com](mailto:HSGUKRepairsadmin@honeywell.com)

Shipping Address:  
Honeywell Security Service Center  
Unit 8 Aston fields Rd  
Whitehouse Ind estate  
RUNCORN  
Cheshire, WA73DL

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, 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 and a service charge will be billed for labor and shipping costs.

Refer to Appendix 1 '**Warranty Periods and Service Charges**' for charges.

Non-Warranty Replacement - Buyer will be offered a replacement out of warranty product. Applicable charges will be quoted when an RMA number is processed.

Bad-Out-of-Box Replacement -: Buyer may return a product deemed to be defective within 30 days from the manufacture date code for credit or a replacement product (or 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). 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.

Out-of-warranty repairs and services will be subject to Seller's standard terms and conditions of sale.

## 3. Taxes.

Prices do not include any municipal, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future tax that may be imposed shall be paid by Buyer, or in lieu thereof Buyer will provide Seller with a tax exemption certificate acceptable to the taxing authorities.

## 4. Applicable law.

The Limited Warranty and Repair Process hereunder will be governed by the laws of England and Wales without regard to conflicts of law principles. The Parties expressly exclude the application of the United

Nations Convention on Contracts for the International Sales of Goods (Vienna Convention 1980) and any successors thereto.

The Limited Warranty and Repair Process hereunder may be subject to Seller's change at any time without prior notice.

**Honeywell Security**

**Aston Fields Road**

**Whitehouse Industrial Estate**

**Runcorn**

**Cheshire WA7 3DL**

**UK**

**[www.honeywell.com/security/uk](http://www.honeywell.com/security/uk)**

**Honeywell Security UK Ltd, registered office Honeywell House, Arlington Business Park, Bracknell, Berkshire RG12 1EB, registered number 1248725**

## Appendix 1 Warranty Periods and Service Charges

The following table defines the applicable warranty periods and service charges for each product group. Updates to this table will be posted on the Honeywell Security Website.

Category	Solution	Product Family	Warranty (yrs)	Service charge GBP	
Panels	Commercial	Galaxy	Dimension	3	40
			Dimension CPNI	4	40
			Flex	3	40
			G2	2	40
Panels	Residential	Gen 4	Accenta	2	10
			Optima	2	10
		Wireless	Domonial	2	10
			LeSucre	2	10
Keypads	Commercial	Galaxy	Touch centre	2	10
			Mrk 7 Keyprox	2	10
			Mrk 7 Keypad	2	10
			Mrk 8 Keyprox	2	10
			Mrk 8 Keypad	2	10
Keypads	Residential	Wireless	Domonial -TCU	2	10
			LeSucre	2	10
		ADE	LED Keypad	2	10
			LCD Keypad	2	10
Alarm Communication			Sounders	2	10
			Modules	2	10
			Power Supplies	2	10
			Access control	2	10
			Wireless	2	10
			Audio verification	2	10
			Zone expanders	2	10
Sensors			Dual Tec	5	10
			PIR	2	10
			View guard	2	10
			Wireless	2	10
			Active 8	2	10
			Glass/Shock	5	10
			Smoke	2	10
			Seismic	2	10