

# WARRANTY

# Schlage Electromagnetic Locks

# **Limited Lifetime Warranty:**

<u>Magnetic Coil Assembly.</u> Schlage warrants only to the End User of electromagnetic locks that the magnetic coil assembly of the electromagnetic locks will be free from defects in material and workmanship for the lifetime of such electromagnetic lock.

### **Limited 12 Month or 18 Month Warranty:**

<u>Electronic Module.</u> Schlage warrants only to the End User of electromagnetic locks that the electronic module of the electromagnetic locks will be free from defects in material and workmanship for a period of 12 months from the date of shipment of the electromagnetic locks from an authorized seller to the End User or a period of 18 months from the date of shipment of such electromagnetic locks from Schlage to an authorized seller, whichever period is shorter.

#### **Limitations:**

Schlage's sole obligation under this warranty is limited to repairing and replacing, at its option, the defective electromagnetic locks. If Schlage chooses to replace a defective electromagnetic lock as provided herein, Schlage may replace the defective electromagnetic lock with an equal or upgraded electromagnetic lock, at its option.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE ELECTROMAGNETIC LOCKS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SCHLAGE DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH ELECTROMAGNETIC LOCKS.

This warranty is exclusive and limited to the End User of the electromagnetic locks, and terminates upon the sale or transfer of the electromagnetic locks or the structure for which the electromagnetic locks are attached.

"End User" is defined in this limited warranty as the initial user of the products.

# **Exclusions to Warranty:**

The provisions of this limited warranty do not apply to electromagnetic locks: (i) used for purposes for which they are not designed or intended; (ii) which have been repaired or altered without Schlage's prior written consent; (iii) which have been subjected to misuse, abuse, negligence, or accident; (iv) which have been improperly stored, installed, maintained, or operated; (v) which have been used in violation of written instructions provided by Schlage to an authorized seller and/or End User; (vi) which have been subjected to improper temperature, humidity, or other environmental conditions; (vii) which have been affected by normal wear and tear; or (viii) which, based on Schlage's or authorized seller's examination, do not disclose to Schlage's or an authorized seller's satisfaction nonconformance to the warranty.

The following costs and expenses are not covered by the provisions of this limited warranty: (i) labor costs for the removal and reinstallation of electromagnetic locks; (ii) shipping and freight expenses required to return electromagnetic locks to Schlage or an authorized seller; (iii) normal maintenance; and (iv) economic losses.

THE PROVISIONS OF THIS LIMITED WARRANTY ARE NOT APPLICABLE TO ANYTHING OTHER THAN DEFECTS IN SCHLAGE'S MATERIAL OR WORKMANSHIP.

## **End User's Remedies:**

END USER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF, OR IN RESPECT OF, THE FURNISHING OF ELECTROMAGNETIC LOCKS THAT DO NOT CONFORM TO THIS AGREEMENT WILL BE TO SECURE REPAIR OR REPLACEMENT OF THE ELECTROMAGNETIC LOCKS, AT SCHLAGE'S OPTION. IN NO EVENT WILL SCHLAGE'S MAXIMUM LIABILITY EXCEED THE SELLING PRICE FOR THE NON-CONFORMING ELECTROMAGNETIC LOCKS.

#### **Limitation of Liability:**

IN NO EVENT WILL SCHLAGE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE ELECTROMAGNETIC LOCKS, LOSS OF PROFIT, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OR OPERATION, OR CLAIMS OF END USERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Statute of Limitations:

NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT BY SCHLAGE MAY BE BROUGHT BY END USER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

#### **Consumer Products:**

With respect to "customer products" as defined under the Magnuson-Moss Warranty Act ("MMWA"), the following statements are made.

(a) Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the End User. (b) This warranty gives the End User specific legal rights and the End User may also have other rights which vary from state to state



# WARRANTY

# **Limited Warranty - Networked Readers & Credentials**

#### **Limited Lifetime Warranty - Credentials**

Schlage Lock Company, LLC (hereinafter referred to as "Company") extends a limited lifetime warranty to the original end-user purchaser ("Original Purchaser") of our Credential, against defects in materials and workmanship under normal use and service.

# Limited Lifetime Warranty - Networked Readers

Company extends a limited lifetime warranty to the original end-user purchaser ("Original Purchaser") of our Networked Reader, against defects in materials and workmanship under normal use and service.

#### 5-Year Limited Warranty – Networked Reader Keypads

Company extends a five year limited warranty on the Networked Reader Keypad, from the date of shipment, to the original purchaser ("Original Purchaser") of our Networked Reader, against defects in materials and workmanship under normal use and service.

# 1-Year Limited Warranty – Networked Magnetic Stripe Read Head

Company extends a one year limited warranty on the Networked Magnetic Stripe Read Head, from the date of installation (not to exceed two years from the date of shipment from the factory), to the original purchaser ("Original Purchaser") of our Networked Reader, against defects in materials and workmanship under normal use and service.

# 1-Year Limited Warranty – Magnetic Stripe Credentials

Company extends a one year limited warranty on our magnetic stripe credentials, from the date of shipment, to the original purchaser ("Original Purchaser") of our Magnetic Stripe Credential, against defects in materials and workmanship under normal use and service.

"Credential," "Networked Reader," "Networked Reader Keypad," and "Networked Magnetic Stripe Read Head" are collectively referred herein as "Product." "Credential" shall not include credentials made of only PVC material.

# What Company Will Do:

If a defect arises and a valid claim is determined by Company sole obligation, at its option, is to either repair or replace the Product covered under this warranty with a new or remanufactured Product. The repair or replacement of the Product, as provided herein, is Original Purchaser's exclusive remedy.

### **Original Purchaser:**

This limited warranty only applies to the Original Purchaser of the Products. It is non transferable and does not apply to any subsequent purchaser.

#### How to Submit a Claim:

In order to recover under this limited warranty, Original Purchaser must make a claim to Company and, if necessary, present acceptable proof of purchase. To start a claim submission, the Original Purchaser should contact Product Support at 1-877-671-7011 or 1-512-712-1316.

## What Is Not Covered:

The following costs, expenses and damages are NOT COVERED by the provisions of this limited warranty: (1) back charges, labor costs or removal or re-installation of said products; (2) shipping and freight expenses required to return product to Company; (3) failures, defects, or damage (including, but not limited to, any security failure or loss of data) caused by any third party product, service, or system connected or used in conjunction with the Products; and (4) any other incidental, consequential, indirect, special, or punitive damages including, but not limited to, loss of use of the control panel or video recorder, loss of profit, loss of revenue, loss of interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, damage to property, increased expenses or operation, or third-party claims, arising out of any theory of recovery, including warranty, contract, statutory or tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. Credentials made only of PVC material are not covered under this warranty.

#### **Exclusions to Warranty:**

The provisions of this warranty do not apply to any Product which has been damaged due to conditions in which Company has no control including, but not limited to, catastrophe, improper installation or maintenance, accidents, modification, misuse, abuse, negligence, alteration, tampering or disassembly, undue electrical discharge or lightning strike, improper storage or use outside its intended and normal manner.

#### LIMITATION OF LIABILITY:

COMPANY MAKES NO OTHER WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES AND CONDITIONS RELATING TO THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED, WHERE ALLOWED BY LAW. IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND.

#### **Additional Terms:**

Company does not authorize any person to create for it any obligation or liability in connection with the Product. Company's maximum liability hereunder is limited to the original purchase price of the Product. No action arising of out any claimed breach of this warranty by Company may be brought by the Original Purchaser more than one year after the cause of action has arisen.

# **Applicability of Local Laws:**

This warranty gives you specific legal rights, and you may also have other rights, permitted by law, which vary from state to state. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this warranty.



# Schlage Electric Strikes, System Accessories and Power Supplies

**5-Year Limited Warranty — Electric Strikes:**Schlage Lock Company, LLC (the "Company") extends a five-year limited warranty to the original end-user purchaser ("Original Purchaser") of our electric strikes, against defects in materials and workmanship of the mechanical components under normal use and service and, a one-year limited warranty on the electrical components including the solenoid and wiring.

# 12-18 Month Limited Warranty:

The Company extends a 12-month limited warranty from date of installation on system accessories and power supplies (not to exceed 18 months from the date of shipment from factory), to the original end-user purchaser ("Original Purchaser") of the products manufactured by the Company against defects in material and workmanship under normal use and service.

# What The Company Will Do:

Upon return of the defective Product to the Company or its authorized distributor for inspection, free and clear of all liens and encumbrances and accompanied by the statement of defects and proof of purchase, the Company will repair or replace. at its option, the defective Product.

#### **Original User:**

These warranties only apply to the Original User of Products. These warranties are not transferable.

# What Is Not Covered:

The following costs, expenses and damages are not covered by the provisions of these limited warranties: (i) labor costs including, but not limited to, such costs for the removal and reinstallation of Products; (ii) shipping and freight expenses required to return the Products to the Company; or (iii) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

The provisions of these limited warranties do not apply to Products: (i) used for purposes for which they are not designed or intended; (ii) which have been subjected to alteration, misuse, abuse, negligence, or accident; (iii) which have been improperly stored, installed, maintained, repaired or operated; (iv) which have been used in violation of written instructions provided by Schlage; (v) which have been subjected to improper temperature, humidity, or other environmental conditions (i.e., corrosion); or (vi) which, based on the Company's examination, do not prove to the Company's satisfaction non-conformance to the warranties.

THE WARRANTY, OBLIGATIONS AND LIABILITIES OF COMPANY (INCLUDING ITS SUPPLIERS) AND THE RIGHTS AND (a) REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR LIABILITIES EXPRESS OR IMPLIED ARISING BY LAW, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY IMPLIED THROUGH COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OR (II) CLAIMS ARISING OUT OF THE NEGLIGENCE OF COMPANY OR COMPANY'S SUPPLIERS OR (III) ANY OTHER CLAIM ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE PRODUCT, ANY COMPONENT THEREOF. Additional Terms: The Company does not authorize any person to create for it any obligation or liability in connection with the Products. The Company's maximum liability under these warranties is limited to the purchase price of the Product that gives rise to the claim. No action arising out of any claimed breach of these warranties by the Company may be brought by the Original User more than one (1) year after the cause of action has arisen.

CONSUMER PRODUCTS: WITH RESPECT TO "CONSUMER PRODUCTS" AS DEFINED UNDER THE MAGNUSON-MOSS WARRANTY ACT ("MMWA"). THE FOLLOWING STATEMENTS ARE MADE. (A) SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU; (B) IF ANY IMPLIED WARRANTY IS PROVIDED UNDER THE MMWA, IT IS LIMITED TO THE DURATION OF THE WARRANTY PROVIDED ABOVE. (C) SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU; AND (D) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

