



## WARRANTY & DISCLAIMER

1. **“Product”** means any and all physical parts, assemblies, components or other elements of either the PALS or ATLAS systems which are manufactured or assembled by Vendor to allow the PALS or the ATLAS systems to function as intended by Vendor. The term Product does not include Third-Party Equipment.
2. **“Third-Party Equipment”** means equipment manufactured by an Unrelated Party which is integrated by Actall or the Reseller in either the PALS or the ATLAS systems, including, without limitation, desktop computers, television monitors, communication system routers, radio transmitters and similar items or devices.
3. **Warranty:** Vendor warrants the Products to conform to the Manufacturer’s specifications and to be free of defects in materials and workmanship under normal use for a period of 24 months from the date of Product commissioning (the “Warranty”). Within the Warranty term as set forth herein, Vendor will repair or replace, at its option, all or any part of the warranted Product that is found to be defective in materials and workmanship under normal use. Vendor will not be responsible for dismantling and/or reinstalling charges related to any replaced Products. To exercise the Warranty, Reseller must receive an RMA number from Manufacturer. Details of shipment will be arranged at that time. This Warranty does not apply in cases of improper installation, misuse, failure to follow installation and operation instructions, alteration, abuse, accident or tampering, and repair by anyone other than Vendor. To the maximum extent permitted by applicable law, this Warranty is exclusive and expressly in lieu of all other warranties, obligations or liabilities, whether written, oral, express, or implied, including any warranty of merchantability or fitness for a particular purpose. This Warranty will not be modified or extended, and Vendor does not authorize any person to act on its behalf to modify, vary or extend this Warranty. This warranty will apply to Vendor Products only. All Third-Party Equipment and accessories or attachments used in conjunction with Vendor equipment, including batteries, are covered solely by the warranty provided by the third-party manufacturer, if any. This Warranty does not warrant the replacement of batteries that are used to power the Products.
4. **Warranties Expressly Limited. THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.** This Section 4 shall survive any termination of this Agreement. Reseller may pass through to its customers all warranties granted by Vendor under this Agreement by delivering the attached form of *Notice of Warranty and Disclaimer* attached below, and Vendor agrees to assist Reseller in processing any warranty claims relating to Products or Software.
5. **Reseller Acknowledgments and Representations.** Reseller acknowledges, represents and agrees that: (i) a properly installed and maintained security system, such as PALS or ATLAS, may only reduce the risk of events such as burglary, robbery, personal injury and fire; (ii) a security system, such as PALS or ATLAS, does not insure or guarantee that there will be no death, personal damage and/or damage to property as a result of the use of such system; (iii) Vendor has not and does not claim that the Product may not be comprised and/or circumvented by third parties, or that the Product or Software will prevent any death, personal and/or bodily injury and/or damage to property resulting from burglary, robbery, fire or otherwise, or that the Product or Software will in all cases provide adequate warning or protection from any risk or danger; (iv) Reseller has been warned to follow all Vendor installation, operation and maintenance instructions; (v) Reseller has been advised to conduct Product and Software tests at least once each week to confirm that all Products and Software are

operating as specified; (vi) Reseller has been advised that changes in environmental conditions, electric or electronic disruptions or tampering, may cause the Product to not perform as expected; (vi) Reseller has been warned that unsupervised devices are subject to undetected failure due to malfunction, battery failure, tampering or changes in environment; (vii) Reseller is responsible for exercising due care and caution in installing, operating and maintaining any Product and Software; and (vi) Reseller has no intention to, and will not, sell any Product or Software to any retail consumer.

6. Vendor Corporation ("Vendor") provides a twenty-four-month warranty for hardware and software products that we manufacture ("Products") and warrants that each Product will be in free of defects in materials and workmanship (under normal wear and tear) for the first twenty-four months of the Product's lifecycle, whether purchased directly from Vendor or an authorized Vendor Reseller. Within the warranty period Vendor will repair or replace, at its option, all or any part of the warranted Product. Vendor is not and will not be responsible for dismantling and/or reinstalling charges for any Product. To exercise the warranty, the party or person employing the Product (the "User" or "Customer") must receive a Return Material Authorization ("RMA") number from Vendor. Details of shipment will be arranged at that time. All shipping charges will be borne by the returning party. The risk of loss or damage to the Products being returned under an RMA will remain with the User until the Products are accepted at Vendor's facilities stated in the RMA. The User shall procure and maintain adequate insurance against loss of the Products with a reputable shipping service and shall provide Vendor with details of the carrier, shipment tracking number, estimated time of arrival, proof of insurance, and any other details reasonably requested by Vendor promptly upon request.
7. This warranty applies to Products sold on or after January 1, 2020. This warranty does not apply in cases of improper installation, misuse, failure to follow installation and operation instructions, alteration, abuse, accident or tampering, and repair of any Product by anyone other than Vendor.

8. This warranty is exclusive and expressly in lieu of all other warranties, obligations or liabilities, whether written, oral, express, or implied, including any warranty of merchantability or fitness for a particular purpose. Vendor will not be liable to anyone for any consequential or incidental damages for breach of this warranty or any other warranties.
9. This warranty will apply to Vendor Products only. All other products, accessories or attachments used in conjunction with Vendor equipment, including batteries, will be covered solely by their manufacturer's warranty, if any. Vendor will not be liable for any direct, incidental or consequential damage or loss whatsoever, caused by the malfunction of Product due to products, accessories, or attachments of other manufacturers, including batteries, used in conjunction with Vendor products.
10. This warranty does not warrant the replacement of batteries that are used to power Vendor Products.

**NOTICE TO USERS OF THE ACTALL CORPORATION PALS OR ATLAS LOCATION SERVICES SYSTEMS****SUMMARY OF WARRANTY & DISCLAIMER**

1. Actall Corporation ("Actall") provides a twenty-four-month warranty for hardware and software products that we manufacture ("Products") and warrants that each Product will be in free of defects in materials and workmanship (under normal wear and tear) for the first twenty-four months of the Product's lifecycle, whether purchased directly from Actall or an authorized Actall Dealer. Within the warranty period Actall will repair or replace, at its option, all or any part of the warranted Product. Actall is not and will not be responsible for dismantling and/or reinstalling charges for any Product. To exercise the warranty, the party or person employing the Product (the "User" or "Customer") must receive a Return Material Authorization ("RMA") number from Actall. Details of shipment will be arranged at that time. All shipping charges will be borne by the returning party. The risk of loss or damage to the Products being returned under an RMA will remain with the User until the Products are accepted at Actall's facilities stated in the RMA. The User shall procure and maintain adequate insurance against loss of the Products with a reputable shipping service and shall provide

Actall with details of the carrier, shipment tracking number, estimated time of arrival, proof of insurance, and any other details reasonably requested by Actall promptly upon request.

2. This warranty applies to Products sold on or after January 1, 2020. This warranty does not apply in cases of improper installation, misuse, failure to follow installation and operation instructions, alteration, abuse, accident or tampering, and repair of any Product by anyone other than Actall.
3. This warranty is exclusive and expressly in lieu of all other warranties, obligations or liabilities, whether written, oral, express, or implied, including any warranty of merchantability or fitness for a particular purpose. Actall will not be liable to anyone for any consequential or incidental damages for breach of this warranty or any other warranties.
4. This warranty will apply to Actall Products only. All other products, accessories or attachments used in conjunction with Actall equipment, including batteries, will be covered solely by their manufacturer's warranty, if any. Actall will not be liable for any direct, incidental or consequential damage or loss whatsoever, caused by the malfunction of Product due to products, accessories, or attachments of other manufacturers, including batteries, used in conjunction with Actall products.
5. This warranty does not warrant the replacement of batteries that are used to power Actall Products.
6. The User recognizes that a properly installed and maintained security system may only reduce the risk of events such as burglary, robbery, personal injury and fire. It does not insure or guarantee that there will be no death, personal damage and/or damage to property as a result. Actall does not claim that the Product may not be compromised and/or circumvented, or that the Product will prevent any death, personal and/or bodily injury and/or damage to property resulting from burglary, robbery, fire or otherwise, or that the Product will in all cases provide adequate warning or protection.
7. Actall Corporation shall have no liability for any death, injury or damage, however incurred; based on a claim that Actall Products failed to function under any theory of liability. If, however, Actall is, for any reason, held liable, directly or indirectly, for any loss or damage arising under this limited warranty or

otherwise, regardless of cause or origin, Actall's maximum liability will not in any case exceed the purchase price of the Product component, which will be fixed as liquidated damages and not as a penalty, and will be the complete and exclusive remedy against Actall, which amount both Actall and the User expressly agree is reasonable, equitable and not disproportionate to the potential damage that would be incurred by the aggrieved party.

8. **!! WARNING:** The User should follow all Product installation, operation and maintenance instructions. The User is strongly advised to conduct Product and systems tests at least once each week. Changes in environmental conditions, electric or electronic disruptions and tampering, may cause the Product to not perform as expected.
9. **!! WARNING:** Actall warrants its Products to the User. The User is responsible for exercising all due care and prudence and taking necessary precautions for the safety and protection of lives and property wherever Actall Products are installed. Actall strongly advises the User to program Products to be supervised whenever used in applications affecting life safety. Users are warned that unsupervised Products are subject to undetected failure due to malfunction, battery failure, tampering or changes in environment.
10. **RETURN POLICY** Customers desiring to return products to Actall for credit are required to obtain prior Actall approval. Products accepted for return will be subject to a 25% restocking fee and Actall acceptance of undamaged goods. No credit will be issued for damaged goods. No returns permitted after 30 days. All freight charges relative to returned Product, outgoing and incoming, will be billed to the Customer.
11. **Summary Only. THIS IS A SUMMARY ONLY OF MATERIAL TERMS AND CONDITIONS, INCLUDING WARRANTY AND DAMAGES LIMITATIONS. YOU SHOULD CONSULT YOUR DEALER TO DETERMINE YOUR RIGHTS UNDER ANY WARRANTY GRANTED BY ACTALL AND CERTAIN LIMITATIONS ON DAMAGES. THIS SUMMARY IS NOT A BINDING AGREEMENT AND MAY NOT BE ENFORCED AS SUCH**