

Warranty Statement

What is Covered: Sargent and Greenleaf, Inc., including its subsidiary Sargent and Greenleaf S.A. (hereinafter collectively "S&G") warrants all products manufactured by S&G and sold under its tradenames "Sargent and Greenleaf" and "S&G" (collectively, "Products") as outlined below. The sole and exclusive liability of S&G under this warranty is limited to the repair and/or replacement of any Product or component part covered by the warranty at the sole discretion of S&G.

Who is Covered: This warranty is extended only to S&G's resellers or OEMs of Products and the end user who purchases Products for purposes other than resale (collectively, "Purchaser").

S&G Products Warranty Period:

Except as otherwise set forth below, S&G warrants that all S&G Products shall be free of defects in materials and workmanship for a period of one (1) year from the date of shipment from S&G's point of manufacture, or another statutory minimum as required by applicable law, whichever is shorter.

1. S&G Products with Warranties Outside of One Year

A. 6100 Series Electronic Locks, Titan 2006/2007 and Spartan 1006/1007 series electronic locks, Digital Platform 3000 Series locks, AxisBlu™ Ax26 series locks, and 6730 series mechanical combination locks shall be warranted for a period of two (2) years from the date of shipment from S&G's point of manufacture.

B. The 2740B electromechanical safe lock shall be warranted for a period of five (5) years from the date of shipment from S&G's point of manufacture.

C. The 2890B PDL High Security Pedestrian Door Lock ordered and installed with the S&G Model 2740B Lock shall be warranted for a period of five (5) years from the date of shipment from S&G's point of manufacture.

D. The 2890B PDL High Security Pedestrian Door Lock ordered and installed without the S&G Model 2740B Lock, but instead installed with a third-party lock or another S&G lock, shall be warranted for a period of two (2) years from the date of shipment from S&G's point of manufacture.

S&G Software Warranty Period:

S&G warrants that all software shall be free from defects in materials and workmanship and will function in substantial accordance to the specifications for a period of ninety (90) days from the date of shipment from S&G's point of manufacture.

A. Specific Software Warranty Limitations: This warranty does not cover any post-sale technical support under the following circumstances:

- i.** Problems caused by misuse of software or hardware
- ii.** Failure to provide a network connection or site phone line for a modem connection, if deemed necessary by S&G
- iii.** Technical support for network software products
- iv.** Technical support for software installed on computer hardware or

computer operating system that is no longer commercially available for purchase

v. Technical support for obsolete operating systems

Warranty Claims: Any Products believed to be defective as covered by this warranty should not be returned without a fully executed Returned Goods Authorization (RGA) from S&G Product Support 859-887-2057 or 800-634-4843 covering the specific Products and quantities. All allegedly defective Products must be returned within thirty (30) days from the discovery of the alleged defect(s). S&G will inform the purchaser where to ship said Product(s), shipping charges prepaid by Purchaser, for examination. In the event such examination reveals a defect covered by this warranty; S&G will, at its sole option, repair and/or replace the Product, and return it or its replacement to the Purchaser, with charges only for shipping.

Exclusions: This warranty specifically excludes, and S&G shall not be held responsible and this warranty does not cover the following:

- A) DAMAGE CAUSED BY PRODUCT MALFUNCTION OR FAILURE ATTRIBUTABLE TO ACTS OF GOD, OR OTHER FORCE MAJEURE EVENTS.**
- B) IMPROPER USE OR INSTALLATION BY PURCHASER.**
- C) PURCHASER'S FAILURE TO FOLLOW S&G'S OPERATING INSTRUCTIONS OR ENVIRONMENTAL SPECIFICATIONS.**
- D) INCORRECT APPLICATION, MODIFICATION, VANDALISM, EROSION OR CORROSION, SHIPPING AND/OR HANDLING, IMPROPER STORAGE, ACCIDENT, MISUSE, ABUSE OR ANY OTHER CAUSE NOT WITHIN THE CONTROL OF S&G OTHER THAN ORDINARY WEAR AND TEAR.**
- E) THIS WARRANTY IS VOID IF ANY MODIFICATION IS MADE TO THE WARRANTY PRODUCT, REGARDLESS OF WHETHER THE MODIFICATION CAUSES OR CONTRIBUTES TO THE ALLEGED DEFECT. ALL MODIFICATIONS ARE MADE AT THE RISK AND EXPENSE OF THE PARTY MAKING THE MODIFICATIONS.**
- F) S&G SHALL NOT BE LIABLE FOR ANY REPAIRS, REPLACEMENTS, OR ADJUSTMENTS TO THE PRODUCT OR ANY COSTS OF LABOR PERFORMED BY THE PURCHASERS (INCLUDING COSTS ASSOCIATED WITH INSTALLING, REMOVING OR RESINSTALLTION OF THE PRODUCT) OR OTHERS WITHOUT THE COMPANY'S PRIOR WRITTEN APPROVAL.**

G) S&G PROVIDES NO WARRANTY OR GUARANTEE THAT ITS PRODUCTS WILL FUNCTION PROPERLY OR BE MECHANICALLY COMPATIBLE WITH PRODUCTS NOT MANUFACTURED BY S&G.

H) S&G DOES NOT WARRANT ITS LOCK PRODUCTS TO BE IMPERVIOUS TO FORCIBLE OR SURREPTITIOUS ENTRY, AND S&G SHALL HAVE NO LIABILITY FOR DAMAGE TO OR LOSS OF PROPERTY SOUGHT TO BE PROTECTED BY ANY SUCH LOCK.

Third Party Warranty: Except as otherwise provided above, S&G makes no warranty, express or implied, with regard to third party hardware or software and expressly disclaims the implied warranties or conditions of merchantability or merchantable quality, fitness for a particular purpose, title, infringement and those arising by statute or otherwise in law. Purchaser's sole recourse for warranty claims is with the third-party manufacturer of the product. However, S&G agrees to pass through any third-party warranty that S&G receives from the third-party manufacturer of the products to Purchaser. The extent of any third-party warranty details, terms and conditions, remedies and procedures may be expressly stated on, or packaged with, or otherwise accompanying the such third-party products, however, S&G does not accept liability related to a third party's failure to provide such terms and conditions, remedies and procedures.

LIMITATION OF WARRANTIES: THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO FURTHER UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES BETWEEN S&G AND THE PURCHASER REGARDING THE TERMS OF THIS WARRANTY NOT SPECIFIED HEREIN. S&G SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES SUFFERED BY PURCHASER OR ANYONE CLAIMING BY, THROUGH OR UNDER PURCHASER, AS A RESULT OF THE CONDITION OF THIS PRODUCT, OR ANY PART OR PORTION THEREOF. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY IN YOUR STATE. THIS WARRANTY IS GOVERNED BY THE LAW OF THE STATE OF INDIANA WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. S&G AND PURCHASER AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO SALE OF THE PRODUCTS COVERED BY THIS WARRANTY.