

## Commercial Entities and Government Limited Warranties

Nortek Security & Control LLC ("NS&C") warrants its products to be free from defects in material and workmanship for a limited period and subject to the terms set forth herein. The term of the warranty is based on the particular product or product family listed below. In addition, each product's warranty term may be set forth in the Limited Warranty section of the product's instructions included in the box that the product is shipped in. The warranty expiration date is reflected by a date code that is affixed to all of NS&C's products. This limited warranty extends only to commercial and governmental customers who buy direct from NS&C or through NS&C's authorized distribution channels.

NOTE THAT ALL NS&C PRODUCTS ARE DESIGNED TO BE INSTALLED AND SERVICED BY TRAINED PROFESSIONALS.

There are no obligations or liabilities on the part of NS&C for consequential damages arising out of or in connection with use or performance of the product or other indirect damages with respect to loss of property, revenue, or profit, or cost of removal, installation or reinstallation.

EXCEPT FOR THE EXPRESS WARRANTIES EXPRESSLY CONTAINED IN THIS COMMERCIAL AND GOVERNMENT LIMITED WARRANTIES SECTION, NS&C MAKES NO OTHER PRODUCT REPRESENTATIONS OR WARRANTIES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation or incidental or consequential damages, so the above exclusions may not apply. The NS&C warranty gives specific legal rights in addition to other rights, which may exist and vary from state to state and country to country.

### Product and Limited Warranty Durations

1. Linear Security, Personal Emergency Response Systems (all NS&C "PERS" products), including but not limited to Libris branded products, Access Control (except as noted); and Security Radio Products (except as noted)—One (1) year
  - (a) Linear DXS-LRC, DXS-LRP, DXS-LRW—Two (2) years
  - (b) Linear Access Control AE-100, AE-500, AE-1000, AE-1000PLUS, AE-2000, AE-2000PLUS(Board only replacement), AM3PLUS - Two (2) years
2. Linear Audio Amplifiers, Data, —Two (2) years. There is no warranty offered on the batteries supplied with the IR remote control.
3. Linear "Active" Video Amplifiers and Modulators—Two (2) years
4. Linear "Passive" Video products (filters, splitters, cables, cabinets)—Fifteen (15) years
5. Linear Intercom (DMC & VMC) Masters, Room Stations, and all Speakers—Two (2) years
6. 2Gig Products:
  - (a) 2Gig Panels (CP21, etc.), TS1, Cell Modules (GCCDMV-A, etc.), Image, Cam-HD, Antennas & Batteries—One (1) year
  - (b) 2Gig Kits (GOKIT311, etc.), XCVR & all 2Gig Z-wave devices—One (1) year
  - (c) 2Gig CO, Keyfob, Pads, Dbell, Panic, Take, PIR, SMKT, GB1, DW10/20R—Two (2) years
  - (d) Grill Guard (GC-Grill1-B-345)—One (1) year warranty
  - (e) Rely Kits—One (1) year warranty from date of shipment
  - (f) 2gig Vario Products—two (2) year warranty from date of shipment
  - (g) GoControl products—One (1) year warranty
7. Remote Control Radios, all models—One (1) year
8. Access Control products
  - (a) PowerKey, all models—One (1) year
  - (b) eMerge Legacy (50P & 5000P), e3 Series—One (1) year
  - (c) eMerge e3 ONE BOX—Three (3) years
  - (d) Door Gard & Secured Series, all models—Two (2) years
  - (e) LS Series & 212LS, all models—Two (2) years
  - (f) "e" Series Keypads, (2000e & 2000em)—Five (5) years
9. CCTV Video Surveillance Products
  - (a) Analog Cameras—Three (3) years + Three (3) months (39 months total)
  - (b) IP Cameras—Two (2) years
  - (c) NVRs & Storage Devices—Two (2) years
  - (d) HDDs

- (g) CrystalVue PVDs, all models—Three (3) years + Three (3) months (AV/Class)—Three (3) years
- (e) Video Accessories (mounts, components)—One (1) year
- (f) Video Software—One (1) year  
except One (1) year on LCD panel
- (h) PTZA-series, all models—One (1) year

The warranties set forth herein are solely limited to repair or replacement of products returned (at NS&C discretion), freight prepaid, to NS&C. There is NO PROVISION FOR LABOR COST OR OTHER REIMBURSEMENTS OF ANY KIND. Defective products are subject to the warranty with the following exceptions:

1. The warranties do not apply to: (i) damage incurred in shipping or handling; (ii) damage caused by disaster such as fire, flood, wind, earthquake or lightning; (iii) damage due to causes beyond the control of NS&C such as excessive voltage, mechanical shock or water damage; (iv) damage caused by unauthorized attachment, alterations, modifications or foreign objects being used with or in conjunction with the product; (v) damage caused by peripherals, sensors or other products used in connection with the products (except for products supplied by NS&C for the purpose of such connections); (vi) defects caused by failure to provide a suitable installation environment for the products; (vii) damage caused by use of the products for purposes other than those for which they were designed; (ix) damage from improper maintenance; (x) damage arising out of any other abuse, mishandling or improper application of the products; (xi) damage resulting from disassembly or repair in such a manner as to adversely affect performance or prevent adequate inspection or testing to verify any warranty claim; (xii) products that are not identified with Nortek, 2Gig, or Linear brands and lot numbers or serial numbers; or (xiii) returns based on product revision level or software version.
2. Product warranties set forth herein are void if the product has been tampered with, including but not limited to the date code, labels or other markings on the product.
3. Products that are damaged in transit to NS&C will not be covered under these warranties. If products are damaged or lost by the carrier, it is the sender's risk and responsibility to create a claim against the carrier if they chose to do so.

The user is responsible for all labor costs associated with removing, reinstalling and returning the product to NS&C. NS&C, at its option, will repair or replace the defective product. Replacements may be made from b-stock products. If an exact replacement is not available NS&C, at its option will select the nearest equivalent product. NS&C will return warranted repaired or replacements by UPS Ground or an equivalent service. A customer may pay the additional costs for second day or next-day service. All products returned for warranty service require a Return Product Authorization Number (RA#). Contact NS&C Returns at 1-855-546-3351 for an RA# and other important details.

**The following is incorporated into the limited warranty for all NS&C radio control products (any product that contains a Radio Frequency (RF) receiver or transmitter):**

NS&C radio controls provide a communications link and fill a need in portable wireless signaling. However, the following restrictions and limitations apply to all radio control products:

- For U.S. installations only: The radios are required to comply with FCC Rules and Regulations as Part 15 devices. As such, they have limited transmitter power and therefore limited range.
- A receiver cannot respond to more than one transmitted signal at a time and may be blocked by radio signals that occur on or near their operating frequencies, regardless of code settings.
- Changes or modifications to the device may void FCC compliance.
- Infrequently used radio links should be tested regularly to protect against undetected interference or fault.
- A general knowledge of radio and its vagaries should be gained prior to acting as a wholesale distributor or dealer, and these facts should be communicated to the ultimate users.



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## Addendum 1—NS&C Limited Warranty Special Product Line Warranty Considerations

For Intercom Masters, Room Stations, and Central Vacuum products, the following warranty conditions apply in addition to the terms set forth above:

1. The warranty period begins on the later of (a) the date of purchase by the original end purchaser of this product and (b) the date of closing on a new residence in which this product was originally installed. If neither proof of purchase nor proof-of-closing are provided, the warranty is 2 ½ years from the date of manufacture as determined by NS&C records. The warranty extends only to the original home owner with the product and to each subsequent home owner during the term of the warranty. NS&C will repair or replace, at its option, products at no charge that are eligible under these terms and conditions. Products supplied under this warranty may be new or rebuilt at the option of NS&C. Products returned to NS&C must contain all component parts.

### Return Product Authorization (RA) (Defective Product Only)

Dealers and Distributors are required to call Nortek Security & Control to troubleshoot product in question before an RA will be issued. An Application Engineer will troubleshoot and verify the product defect and assign a Troubleshooting Ticket Number. Please note you will be required to provide a current email address.

All defective products returned to NS&C for repair or replacement must be pre-approved by NS&C Returns and have an RA number assigned to the return. Dealers and Distributors please call NS&C Returns at 855-546-3351 or send an e-mail to [returns@nortek.com](mailto:returns@nortek.com). RA requests for 2Gig products must complete a RA request form.

The following information must be provided to NS&C before any RA number will be assigned to authorize the return:

Troubleshooting Ticket Number

- (1) Customer's Name
- (2) Customer's Shipping Address. (PO Boxes cannot be used)
- (3) Customer's Telephone Number
- (4) Customer's Contact Name
- (5) The Part Number(s) being returned
- (6) The Quantity of each item being returned
- (7) The Product's Date Code

There is a label on all of NS&C products that indicates the date of manufacture of the product. This number displays the month and year that the product was manufactured. For example, the number 1432 indicates a manufacturing date of 2014, 32 week. Products where this number has been removed or altered will be treated as out of warranty.

### Terms of Conditions for All RA Returns

The following terms apply to both in-warranty and out-of-warranty product returns:

Product being returned out of warranty, due to expired warranty or altered labels must be assigned a purchase order number in order to process the charged repair. Charges for any repair will be provided at the time the RA number is issued for the return. If the product reflects an expired warranty date code and was purchased within the defined warranty period, NS&C will accept a copy of the formal bill of sale (invoice) that indicates the actual purchase date in lieu of the warranty date code.

1. Product that is out of warranty (except as noted below) will not be accepted and will be returned at the customer's expense or destroyed at our repair facility.
  - (a) DXS-LRC, DXS-LRP, DXS-LRP-BK, DXS-LRW transmitters that have been out of warranty for more than one (1) year will not be accepted and returned at the sender's expense.
2. Product that has been used cannot be returned for credit. All used products will be repaired or replaced.
3. Defective products that are part of a system kit will not be accepted for repair as a kit. Individual

kit components should be returned for repair using the product's actual part number.

4. Products must be returned to NS&C intact. Sub-assemblies will not be accepted and will be returned at the sender's expense. The product must be packaged such that it will not be damaged as a result of shipping and handling. Products that are damaged in transit to NS&C due to improper packaging or by the carrier (shipping company) will not be covered under the warranty. If the product was damaged or lost by the carrier, it is the sender's responsibility to create a claim against the carrier.
5. NS&C reserves the right to return products received for repair with new or reconditioned product. NS&C shall make such determination once the product has been received and reviewed. If an exact replacement is not available, NS&C reserves the right to choose the nearest equivalent product.
6. The RA number must be clearly indicated on the outside of the shipping carton. Product that is returned without the proper labeling will be returned at the sender's expense or destroyed.
7. The return shipping address will be assigned at the time the RA number is assigned. This address may vary depending on the repair facility or location of origin.
8. Shipping charges to NS&C are the responsibility of the sender. NS&C will return repaired "in warranty" product at NS&C expense. "Out of warranty" repairs will be shipped at the customer's expense.
9. Quantities, part numbers, and date codes will be verified upon receipt. NS&C determination of these attributes will be considered final.
10. Support. During the term of this Agreement, NS&C shall provide technical support at no additional cost to the applicable Dealer. NS&C shall have no obligation to provide support to Dealer's customers.
11. **Shipping Instructions.**
  - (a) Products must be shipped pre-paid to Nortek Security & Control to the address provided on the RA Form.
  - (b) If you are returning 2GIG product please complete the RA Form, filling in each required field and attaching all required information. Keep a copy for your records. In particular, verify the accuracy of your contact information.
  - (c) Include a copy of the completed 2GIG RA Form (if applicable) in each box you ship.
  - (d) Remove or disconnect the batteries from all Products. Note: The Federal Aviation Administration and Department of Transportation prohibit the shipment of "Live" equipment by air. This includes products that are battery powered and could possibly receive or transmit RF signals during transport.
  - (e) Pack and seal boxes with proper packing tape.
  - (f) Ensure that all Products are protected from shipping damage and electronic static discharge.
  - (g) Write the RA# on the top and sides of each box shipped.
  - (h) Each box must weigh less than 50 lbs.
  - (i) Returned Products must be complete, not disassembled or partial.
  - (j) All RA returned items must be sent via traceable means. Examples would be UPS, FedEx, DHL, or US Postal Service Priority Mail.
  - (k) Retain the tracking information for your records. Dealer is responsible for returned Products until received by NS&C.

NS&C reserves the right to refuse any returned product if any of the above criteria are not met regardless of any prior arrangements. Product that is refused will be returned at the sender's expense. All RA's will be processed within 90 days of receipt.

12. **Delivery Information.** Repaired or replaced products returned within the applicable warranty period will be returned to Dealer, pre-paid by NS&C, and will be shipped via ground transportation. If an email address was provided at the time the RA was requested a tracking number will be emailed to that address. All such shipments will be FOB shipping point, and title and risk of loss will pass to Dealer when accepted for shipment by the freight company. NS&C will ship via its preferred carrier. NS&C reserves the right to make partial shipments. NS&C will determine the point of shipment. Products may ship from multiple locations.

## Overstock Product Only

All product returned to NS&C must be pre-approved by a Customer Service Representative and have an RA number assigned to the return. Please call 800-421-1587 or 760-438-7000 and ask to talk to your Customer Service Representative. The following information must also be made available before any RA number is assigned to the return:

1. Customer Name.
2. Customer's Shipping Address. (PO Boxes cannot be used)
3. Customer's Telephone Number.
4. Customer's Contact Name.
5. The Part Number(s) being returned.
6. The Quantity of each item being returned.
7. The Product's Date Code. (There is a label on all of NS&C's product that indicates the date of manufacture of the product. This number displays the month and year that the product was manufactured. For example, the number MD0712 1432 indicates a manufacturing date of December 2014 week 32. Products where this number has been removed or altered will be treated as out of warranty.)
8. A Purchase Order Number. (The customer must issue a Purchase Order Number prior to processing the return).
9. Please note that some products like 2Gig & Vario products are not eligible for Overstock returns.

## Terms of Conditions for All RA Returns of Overstock Products

The following terms apply to overstock product returns for credit:

1. There will be a 25% restocking fee on all accepted product for overstock. A Purchase Order must be attached to the RA authorizing this restocking fee. The restocking fee will be waived if a new Purchase Order for a minimum of 150% of the value of the returned product is received with the RA request.
2. The cost of shipping to NS&C is the responsibility of the sender.
3. Product that has been used cannot be returned for credit. Return of used product must follow the RA procedures.
4. RA numbers are valid for 30 days, after which time the RA number is canceled. NS&C will not accept product under a canceled RA number. The product will be returned at the sender's expense. A new RA number must be obtained before the product can be returned to NS&C.
5. Products/kits must be returned to NS&C with all parts intact. Products or kits that are missing hardware or components will be deemed to be incomplete and will be returned at the sender's expense. Customer Service will notify the sender prior to shipping for this reason.
6. All returned product must be in newresalable condition and have its original packaging intact. Products that have been deemed by NS&C to be nonviable inventory will be returned to the sender. Customer Service will notify the sender prior to shipping for this reason.
7. Please clearly indicate the assigned RA number on the shipping carton. Do not write directly on the packaging, which would render it as nonviable packaging. Individual packages may need to be protected with an over carton, palletized shipments should be shrink.

Quantities, part numbers, and date codes will be verified upon receipt. NS&C's determination of these attributes will be considered final. All RA's will be processed within 90 days of receipt. Credit will be issued to the customer's account based upon the following factors:

- (1) The quantity of each product returned.
- (2) The condition of the packaging. (Packaging condition will discount the actual number of units credited.)
- (3) The completeness of product returned. (Incomplete products will discount the actual number of units credited.)

NS&C reserves the right to refuse any returned product if any of the above criteria are not met regardless of any prior arrangements. Product that is refused will be returned at the sender's expense.

## Advance Replacements

Except as otherwise consented to in writing, NS&C does not issue advance replacements for defective equipment. Dealers and distributors are expected to carry stock in order to service their customers for replacement purposes. (See RA Policy for repair procedures). NS&C may consider sending Advance Replacements for equipment on an emergency basis.

If it is determined by Nortek Security & Control Technical Support that a product is defective, in warranty, in immediate need of replacement, and recorded as such in the Troubleshooting Ticket File, NS&C will issue an RA and enter a Sales Order to accommodate the request for replacement product. The customer will be charged for the replacement product. NS&C will pay for normal shipping charges, any expedited shipping (i.e. FedEx, UPS Red, UPS Blue, etc.) will be paid by the customer.

A standard RA for credit will be issued and the above guidelines will be followed with the following exceptions:

1. A Sales Order and Invoice will be generated authorizing the advance replacement. The customer will be charged for the replacement product.
2. The customer must provide NS&C with a Purchase Order at the time that the replacement product request is made. This Purchase Order is required to cover the cost of the product and any expedited shipping costs.
3. The customer has 30 days to return the product in order to receive the offsetting credit to their account. If the product is not received within 30 days, no credit will be issued and the payment for the replacement product will be due immediately.
4. If the product returned does not meet the warranty requirements for normal wear and use, the product will be returned at the sender's expense. No credit will be issued and payment for the replacement product will be due immediately.
5. Returned equipment should be package in the same packaging as the replacement product to avoid additional damage in shipment.
6. The RA number must be clearly indicated on the outside of the shipping carton. Product that is returned without the proper labeling will be returned at the sender's expense.
7. The cost of shipping to NS&C is the responsibility of the sender. Credits will be processed within 30 days of receipt of the product.
8. All other criteria for RA's will apply as stated in the above policies.



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