



KABA warrants its new products free from design, material or workmanship flaws. Specific new product warranties vary according to products and are listed in the respective product section of the Access Control catalog or the respective product installation manual. Third party product(s) sold by KABA are warranted only to the extent provided by the original manufacturer's warranty and Purchaser must refer to the original manufacturer's warranty in such case. Refurbished or reconditioned KABA products are warranted for a ninety (90) day period from date of shipment. Failure of the Purchaser to notify KABA within the time limit set in the section shall constitute Purchaser's waiver to have the malfunction or damage remedied.

The express warranties as set out herein, are the exclusive warranties provided under this Agreement and are in lieu of any other warranties, expressed or implied, statutory or otherwise, including but not limited to warranty of fitness for a particular purpose and merchantability. No distributor, dealer, sales representative and alike is authorized to bind KABA to any other warranty Agreement.

- ? KABA will, at their discretion and at no charge, either repair, exchange or replace the product provided it is returned complete to KABA during the warranty period. However, purchaser is responsible for the labor to remove and reinstall the product(s) from Purchaser's premises.
- ? Defective parts, which have been replaced, become the property of KABA who may dispose of them in any manner. Replacement parts become the property of the Purchaser upon their delivery.
- ? KABA is not liable for any defects in materials, designs, drawings or information provided by the Purchaser, nor for information which is missing and could not be reasonably identified as such, by KABA.

KABA does not warrant the following:

1. Normal wear and tear from use;
2. Printer ribbons, batteries, key cards and other consumable parts used or supplied with the product;
3. Damage of any nature to hardware finishes, unless specifically identified as a Lifetime finish on the product literature;
4. Faulty or defective product operation(s) caused by unusual or unforeseeable use or conditions;
5. Improper installation, operation or maintenance of the product;
6. Any product or system in which KABA's product(s) is incorporated;
7. Force majeure as defined below;
8. Repairs or alterations carried out by anyone other than KABA;

A Force Majeure event, is defined as follows:

War, riots, insurrections, fire, flood, explosions, strikes and other labor or industrial disturbances, inevitable accidents, Government, State, Provincial or Municipal regulations and/or ordinances, an act of God, embargoes, blockades, delay in obtaining materials, legal restrictions, currency regulations, or any cause or condition beyond the reasonable control of the parties. Where such conditions continue for more than three (3) months, either party shall be free to terminate the Agreement. In the case of termination, KABA shall be paid the value proportionate to the Agreement price for the finished product and/or the work-in-progress as of the date of termination and the supportable costs.