



Product Warranty

RF Technologies, Inc. (herein referred to as “**Seller**”), warrants to the Customer that during the Warranty Period (defined below) the Seller’s product(s) (herein referred to as “**Product**”) will be free from manufacturing defects and will conform to the Seller’s Product Specifications, which are available upon request.

Warranty

1. The Warranty Period is defined as follows:
 - a. For Product sold, installed and Commissioned (defined as the test performed by Seller to verify the system functions according to the Product Specifications and intended system design) by Seller, other than Product identified below, warranty coverage is provided for a period of twelve (12) months from the date of system Commissioning. Warranty coverage includes parts and labor provided during Seller’s standard business hours.
 - b. Product sold by Seller, not installed by Seller but Commissioned by Seller, other than Product identified below, is covered under warranty for a period of twelve (12) months from date of Commissioning. Warranty coverage includes parts but excludes labor.
 - c. Product sold by Seller but not installed or Commissioned by Seller, other than Product identified below, is covered under warranty for a period of ninety (90) days from date of invoice. Warranty coverage includes parts but excludes labor.
2. For the below identified Products, warranty coverage is as follows:
 - a. CODE WATCH® transmitters, CODE ALERT® transmitters, and SAFE PLACE® transmitters are warranted for the period labeled on the transmitter.
 - b. Pagers are warranted for ninety (90) days from the date of invoice.
 - c. QUICK RESPONSE® pendants and QUICK TOUCH® pendants are warranted for twelve (12) months from the date of invoice.
 - d. PINPOINT locator beacons, HELP ALERT® pendants and EXACTRACK® equipment locators are warranted for a standard twelve (12) months, unless an extended warranty with advance replacement is purchased upfront and included in the original invoice. Battery replacement service is not provided under this warranty.
 - e. SENSATEC® Fall Management control units are warranted for a period of twenty-four (24) months from the date of invoice.
 - f. Fall Management pads are warranted for the period of days as indicated on the pad label, or for a period not to exceed twelve (12) months from the date of shipment from Seller.
 - g. Service labor performed outside of the product warranty period is warranted for thirty (30) days from the date of service. Service warranty applies only for the services provided.
 - h. Warranty on purchased refurbished parts is ninety (90) days from date of shipment.
3. Technical phone support for Product under warranty is available 24/7.
 - a. Computer-based systems may require a remote connection to adequately supply technical phone support. Warranty-period technical phone support requests without remote connection capabilities may be subject to support charges at Seller’s current technical support rates. In the event on-site service is required, Customer will be billed current on-site service rates.
 - b. PINPOINT technical support requiring engineering (Level III) assistance will be available during Seller’s traditional business hours (Monday-Friday 8:00 a.m. to 5:00 p.m. Central Time), excluding Seller’s observed holidays. List of Seller’s observed holidays can be obtained upon request from your RF Technologies representative.
4. Labor covered under warranty is performed during Seller’s traditional business hours (Monday-Friday 8:00 a.m. to 5:00 p.m. Local Time), excluding Seller’s observed holidays. List of Seller’s observed holidays can be obtained upon request from your RF Technologies representative.
5. This Warranty is a limited warranty and is the only warranty made by Seller. Customer’s sole remedy for any defect shall be repair or replacement, at Seller’s discretion, of any part, returned to the Seller, shipment prepaid by Buyer, and which upon examination is found by Seller to be defective. Alternatively, Seller may, at its sole option, elect to refund the purchase price paid for the defective Product. All testing criteria shall be based on Seller’s product-specific test procedures.



6. Seller reserves the right to use refurbished parts for warranty repairs or replacements. No allowance shall be made for local repair bills or expenses without the prior written approval of Seller. If Seller determines that the Product is not covered by the Warranty, Customer will pay cost of repair at Seller's then current rate plus all transportation costs.
7. If Seller elects to replace any part, such replacement will not extend the duration of this Warranty. Transmitters, pendants and pagers replaced under Warranty will be warranted for the original unit's Warranty Period.

Exclusions

1. Warranty coverage does not include, and Seller disclaims any liability for, any defect or performance failure or deficiency (including failure to conform to product descriptions or specifications) which results, in whole or in part, from:
 - a. Improper storage (including exposure to rain, snow, etc.), handling, misuse, maintenance, installation, or modification of the Product by Customer, its employees, agents, or contractors, as determined by an authorized representative of Seller.
 - b. Absence of any product, component, or accessory recommended by Seller, but omitted at Customer's direction, including but not limited to transmitters and banding materials not tested and approved.
 - c. Any design, specification, or instruction changed by Customer, its employees, agents, or contractors.
 - d. Failure to comply with any applicable instructions or recommendations of Seller, including installation, maintenance, testing, and training procedures, as determined by an authorized representative of Seller.
 - e. Physical damage occurring to transmitters or other components after receipt and acceptance by Customer.
 - f. Integration or use of any components, systems, process, software patches, software, or equipment not sold or provided by Seller.
 - g. Acts of God, acts of civil or military authority, fires, floods, strikes, or other labor disturbances, war, riot, or other causes beyond the reasonable control of the Seller.
 - h. Damage due to moisture, dust, dirt, and facility renovations.
 - i. Unregulated and or out of specification electric power, temperature, and/or humidity, as determined by an authorized representative of Seller.
 - j. Radio frequency interference in the Product's operating environment. It is Customer's responsibility to make necessary repairs to the building, power supply, or any sources of radio frequency interference or noise that prevents Product from operating properly. This includes, but is not limited to, doorways, elevator drives, door motors, light ballasts, door sensors, televisions, and computer monitors. Customer is responsible for labor and investigation expenses (i.e. noise assessment) that results in finding a condition listed in warranty exclusions.
 - k. Customer's non-performance of its responsibilities and obligations. Non-compliance with remote connectivity requirements outlined in the Terms and Conditions may result in loss of Customer's privileges to Seller's technical phone and warranty on-site support.
2. Charges for remote and on-site support will be imposed during the Warranty Period if any of the Warranty Exclusion conditions are met.

EXCEPT AS EXPRESSLY SPECIFIED, THE PRODUCT(S) ARE PROVIDED "AS IS". THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TECHNOLOGICAL VALUE.

The preceding paragraphs set forth Customer's exclusive remedies and Seller's sole liability for claims based on the failure of the Product to meet any Warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability), or otherwise, and however instituted, and upon the expiration of the applicable Warranty Period, such liability shall terminate. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA AND LOSS OF BUSINESS OPPORTUNITY, RESULTING FROM THE USE, INABILITY TO USE, OR FAILURE OF ANY OF SELLER'S PRODUCTS, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR IN CONTEMPLATION OF THE PARTIES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.