

MagForce™ Lifetime Warranty

Limited Lifetime Warranty:

Magnetic Coil Assembly. Locknetics warrants only to the End User of electromagnetic locks that the magnetic coil assembly of the electromagnetic locks will be free from defects in material and workmanship for the lifetime of such electromagnetic lock.

Limited 12 Month or 18 Month Warranty:

Electronic Module. Locknetics warrants only to the End User of electromagnetic locks that the electronic module of the electromagnetic locks will be free from defects in material and workmanship for a period of 12 months from the date of shipment of the electromagnetic locks from an authorized seller to the End User or a period of 18 months from the date of shipment of such electromagnetic locks from Locknetics to an authorized seller, whichever period is shorter.

Limitations:

Schlage Locknetics' sole obligation under this warranty is limited to repairing and replacing, at its option, the defective electromagnetic locks. If Locknetics chooses to replace a defective electromagnetic lock as provided herein, Locknetics may replace the defective electromagnetic lock with an equal or upgraded electromagnetic lock, at its option.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE ELECTROMAGNETIC LOCKS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LOCKNETICS DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH ELECTROMAGNETIC LOCKS.

This warranty is exclusive and limited to the End User of the electromagnetic locks, and terminates upon the sale or transfer of the electromagnetic locks or the structure for which the electromagnetic locks are attached.

"End User" is defined in this limited warranty as the initial user of the products.

Exclusions to Warranty:

The provisions of this limited warranty do not apply to electromagnetic locks: (i) used for purposes for which they are not designed or intended; (ii) which have been repaired or altered without Locknetics' prior written consent; (iii) which have been subjected to misuse, abuse, negligence, or accident; (iv) which have been improperly stored, installed, maintained, or operated; (v) which have been used in violation of written instructions provided by Locknetics to an authorized seller and/or End User; (vi) which have been subjected to improper temperature, humidity, or other environmental conditions; (vii) which have been affected by normal wear and tear; or (viii) which, based on Locknetics' or authorized seller's examination, do not disclose to Locknetics' or an authorized seller's satisfaction nonconformance to the warranty.

The following costs and expenses are not covered by the provisions of this limited warranty: (i) labor costs for the removal and reinstallation of electromagnetic locks; (ii) shipping and freight expenses required to return electromagnetic locks to Locknetics or an authorized seller; (iii) normal maintenance; and (iv) economic losses.

THE PROVISIONS OF THIS LIMITED WARRANTY ARE NOT APPLICABLE TO ANYTHING OTHER THAN DEFECTS IN LOCKNETICS' MATERIAL OR WORKMANSHIP.

End User's Remedies:

END USER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF, OR IN RESPECT OF, THE FURNISHING OF ELECTROMAGNETIC LOCKS THAT DO NOT CONFORM TO THIS AGREEMENT WILL BE TO SECURE REPAIR OR REPLACEMENT OF THE ELECTROMAGNETIC LOCKS, AT LOCKNETICS' OPTION. IN NO EVENT WILL LOCKNETICS' MAXIMUM LIABILITY EXCEED THE SELLING PRICE FOR THE NON-CONFORMING ELECTROMAGNETIC LOCKS.

Limitation of Liability:

IN NO EVENT WILL SCHLAGE LOCKNETICS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE ELECTROMAGNETIC LOCKS, LOSS OF PROFIT, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OR OPERATION, OR CLAIMS OF END USERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Statute of Limitations:

NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT BY LOCKNETICS MAY BE BROUGHT BY END USER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

Consumer Products:

With respect to "customer products" as defined under the Magnuson-Moss Warranty Act ("MMWA"), the following statements are made. (a) Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the End User. (b) This warranty gives the End User specific legal rights and the End User may also have other rights which vary from state to state.