

Warranty & Warning Information

Limited Warranty

Mircom Technologies Ltd. together with its subsidiaries and affiliates (collectively, the “Mircom Group of Companies”) warrants the original purchaser that for a period of two years from the date of manufacture, the product shall be free of defects in materials and workmanship under normal use. During the warranty period, Mircom shall, at its option, repair or replace any defective product upon return of the product to its factory, at no charge for labour and materials. Any replacement and/or repaired parts are warranted for the remainder of the original warranty or ninety (90) days, whichever is longer. The original owner must promptly notify Mircom in writing that there is defect in material or workmanship, such written notice to be received in all events prior to expiration of the warranty period.

International Warranty

The warranty for international customers is the same as for any customer within Canada and the United States, with the exception that Mircom shall not be responsible for any customs fees, taxes, or VAT that may be due.

Conditions to Void Warranty

This warranty applies only to defects in parts and workmanship relating to normal use. It does not cover:

- damage incurred in shipping or handling;
- damage caused by disaster such as fire, flood, wind, earthquake or lightning;
- damage due to causes beyond the control of Mircom such as excessive voltage, mechanical shock or water damage;
- damage caused by unauthorized attachment, alterations, modifications or foreign objects;
- damage caused by peripherals (unless such peripherals were supplied by Mircom);

- defects caused by failure to provide a suitable installation environment for the products;
- damage caused by use of the products for purposes other than those for which it was designed;
- damage from improper maintenance;
- damage arising out of any other abuse, mishandling or improper application of the products.

Warranty Procedure

To obtain service under this warranty, please return the item(s) in question to the point of purchase. All authorized distributors and dealers have a warranty program. Anyone returning goods to Mircom must first obtain an authorization number. Mircom will not accept any shipment whatsoever for which prior authorization has not been obtained.

Note: Unless specific pre-authorization in writing is obtained from Mircom management, no credits will be issued for custom fabricated products or parts or for complete fire alarm system. Mircom will at its sole option, repair or replace parts under warranty. Advance replacements for such items must be purchased.

Note: Mircom's liability for failure to repair the product under this warranty after a reasonable number of attempts will be limited to a replacement of the product, as the exclusive remedy for breach of warranty.

Disclaimer of Warranties

This warranty contains the entire warranty and shall be in lieu of any and all other warranties, whether expressed or implied (including all implied warranties of merchantability or fitness for a particular purpose) and of all other obligations or liabilities on the part of Mircom neither assumes nor authorizes any other person purporting to act on its behalf to modify or to change this warranty, nor to assume for it any other warranty or liability concerning this product.

This disclaimer of warranties and limited warranty are governed by the laws of the province of Ontario, Canada.

Out of Warranty Repairs

Mircom will at its option repair or replace out-of-warranty products which are returned to its factory according to the following conditions. Anyone returning goods to Mircom must first obtain an authorization number. Mircom will not accept any shipment whatsoever for which prior authorization has not been obtained.

Products which Mircom determines to be repairable will be repaired and returned. A set fee which Mircom has predetermined and which may be revised from time to time, will be charged for each unit repaired.

Products which Mircom determines not to be repairable will be replaced by the nearest equivalent product available at that time. The current market price of the replacement product will be charged for each replacement unit.

WARNING

Mircom recommends that the entire system be completely tested on a regular basis. However, despite frequent testing, and due to, but not limited to, criminal tampering or electrical disruption, it is possible for this product to fail to perform as expected.

NOTE

Under no circumstances shall Mircom be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, purchaser's time, the claims of third parties, including customers, and injury to property.

MIRCOM MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS GOODS DELIVERED, NOR IS THERE ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, EXCEPT FOR THE WARRANTY CONTAINED HEREIN.