



Limited Warranty & Limited Liability

These warranty conditions apply to all products (the “Product” or “Products”) manufactured and distributed by Locinox NV or Locinox USA, LLC.

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province or jurisdiction. The disclaimers, exclusions, and limitations of liability under this Limited Warranty will not apply to the extent prohibited by applicable law.

Duration and Coverage. Subject to the additional terms and conditions set forth below, Locinox provides the following Limited Warranty:

For a period of three (3) years or achieving 500,000 cycles, whichever comes first, for all Products with the exception of electronic components for which only two (2) years apply.

Only to the person or entity that originally purchased the Products from Locinox or from one of its authorized resellers or distributors; and

Limited Warranty. Locinox warrants the Products against defects in materials and workmanship under normal use for a period of three (3) years from the date of purchase or achieving 500,000 cycles, whichever comes first (“Warranty Period”). If a Product is returned to Locinox during the Warranty Period as provided below, and Locinox determines that the Product is defective, Locinox will either repair or replace the unit with either a new or a refurbished Locinox Product, or refund the original purchase price in return for the Product, at its option. If the Warranty Period has expired or is otherwise not applicable as per the Scope and Limitation on Warranty (below), we will return the Product to you.

Satisfaction Return Policy. If you are the original purchaser of the Product and you are not satisfied with this Product for any reason, you may return it in its original, unopened condition within thirty (30) days of the original purchase and receive a 90% refund. This refund does not apply to our locks or other assembled-on-customer-demand or packaged-on-customer-demand products (foil sets) for which we refund 75%.

Return and Warranty Service Process. Please review the online help resources at www.Locinox.com prior to seeking warranty service. To obtain warranty service, you must first obtain a Return Merchandise Authorization (RMA) number from a Customer Service Representative at Locinox. Customer Support contact information can be found by visiting www.Locinox.com. Locinox may attempt to troubleshoot a warranty-related problem prior to issuing a RMA number. Locinox may ask for additional information upon request. Issued RMA numbers remain valid for thirty days from issuance. Once an RMA number is obtained, your Product must be shipped freight prepaid; together with proof of purchase and all accessories, either its original packaging or packaging affording an equal degree of protection, to the Locinox authorized distribution facility identified by the Customer Service Representative. Failure to return any of the accessories may result in a delay and/or result in a credit to Locinox or an invoice for the missing accessories.

In performing warranty service, Locinox may furnish replacement parts on an exchange basis and replaced parts will become the property of Locinox. Replacement parts provided by Locinox shall be new or refurbished and of comparable quality, and may be a different part that contains compatible features and functions. You will reimburse Locinox for the inspection, testing and repair of returned equipment determined by Locinox not to be defective or which falls under one of the warranty exclusions described below (as well as pay all shipping and handling charges). In all cases, Locinox's determination as to whether or not the equipment is defective and covered by warranty will be final. Any replacement equipment under warranty will be returned to you freight prepaid and will be warranted hereunder for a period of one (1) year from shipment.

Locinox reserves the right to change the method by which Locinox may provide warranty service to you, and your Product's eligibility to receive a particular method of service.

Scope of and Limitation of Warranty. The warranty on the Products are limited to the repair or replacement of defective Products as described in the Limited Warranty section above. This warranty does not cover customer training and education, installation, set up or adjustment, signal or reception problems.

Locinox Products should be installed only by professional installers or manufacturers and must be correctly installed according to the installation instructions that are joined with the Product. You assume all risk associated with the suitability, installation and performance of the Products and other third party components, hardware, software and services that you select.

This warranty does not cover damage (i) due to acts of God, other forces beyond our reasonable control, such as internet or power outages, wars, riots, terrorism, labor disputes, earthquakes, floods or other events of “force majeure,” accident, misuse, abuse, negligence, commercial use or modification of, or to any part of your Product; (ii) caused by any third party product, service or system, use of the Product for purposes other than for which the Product was designed or intended, or use in improper temperature, humidity or other environmental conditions, or use of the Product in violation of written instructions provided by Locinox (which may be provided at the time of purchase or on its website at <http://www.Locinox.com>). This warranty does not cover defects due to normal wear and tear or aging (e.g. discoloration), or flaws or damages resulting from continued exposure to severe weather conditions (humidity, temperature, salinity, etc...). This warranty does not cover damage due to improper installation, repair, operation or maintenance or connections to improper voltage supply or, to the extent allowed by law, attempted repair by anyone other than a facility authorized by Locinox to service your Locinox Product. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state (and jurisdiction to jurisdiction).

Disclaimer of Warranties. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. LOCINOX DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, LOCINOX LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT LOCINOX’S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED ABOVE. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

Limitation of Damages. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LOCINOX NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES^[SEP] OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOSS OF REVENUES AND LOSS OF PROFITS. THE FOREGOING SHALL APPLY EVEN IF LOCINOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LOCINOX’S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE DEVICE THAT CAUSED SUCH DAMAGE.