

Lenel Return & Warranty Policy for VAR

January 1, 2019

This **Return & Warranty Policy for Value Added Resellers (VAR)** (“Policy”) applies to products and services purchased directly from the following UTC Fire & Security Americas Corporation, Inc. business: Lenel or its successors or assigns (“Lenel”) by an authorized value added reseller approved by Lenel for resale to end users or independent business integrators (“VAR,” “you,” or “your”).

The terms and conditions of this Policy are subject to change. The most recent version of the Policy controls, and will generally be available at the Lenel website at www.Lenel.com and Partner Center. If you have questions about this Policy, contact the appropriate customer service center or your sales representative.

All periods of days set forth herein are calendar days unless otherwise stated.

Warranty Coverage and Exclusions

Subject to the terms and conditions of the limited warranty in effect at the time of purchase, Lenel Terms and Conditions of Sale for Lenel available at our website, www.Lenel.com and Partner Center, and in the case of third party product, the warranty terms of the product manufacturer, and the terms and conditions of this Policy, Lenel will repair or replace defective or non-working product within the product’s warranty period set forth in this Policy (“Limited Warranty”). Lenel reserves the right to replace any product under warranty with new, refurbished or remanufactured product or to refund the purchase price.

Lenel shall have no obligation or responsibility with respect to the warranty described herein in connection with any software or hardware product that: (i) has been modified or altered without Lenel’s written authorization; (ii) has not been used in accordance with Lenel’s documentation or operating instructions; (iii) has been subjected to conditions which are not in accordance with those specified in Lenel’s environmental specifications, or to unusual electrical or physical stress, fire, water (except for products designed for outdoor use and marked as such), lightning, act of God, neglect, misuse, abuse, improper storage, testing or connection, virus, power or air conditioning failure or other hazard or unreasonable use, or servicing by any party not authorized by Lenel to perform such work or servicing; or (iv) is no longer under the applicable warranty period.

Product Warranty Periods

Warranty periods vary based on supplier and type of equipment as shown in Table 1 entitled “Product Warranty Periods” below. The warranty period begins from date of shipment. All third party product warranties are passed from manufacturer to VAR and are subject to change at any time. Please contact Lenel Customer Service for the current warranty information.

	Product	Warranty Period
Lenel Branded	Access Control Hardware	3 years
	BlueDiamond Readers	3 years
	Cards	3 years
Lenel Software	OnGuard Software, Modules, Applications	1 year
3 rd Party	3rd Party Manufactured Products (Computers, Reader/Locksets, Software, Readers, Cards, Enclosures, Power Supplies, etc.)	Third Party Warranty

Warranty Repair/Replacement

Product warranty repair/replacements of Lenel product purchases are only permitted for defective or non-working product, which may be established via product troubleshooting with the Lenel Tech Support department. In cases of established product failure for products VAR purchased directly from Lenel, the Lenel Tech Support department will provide a case number for VAR to provide to Customer Service within the RMA form. In some cases it may be required to troubleshoot product failures with the third party supplier. If a VAR returns product to Lenel, and Lenel determines the product is in working condition or NTF (No Trouble Found) then no compensation for the cost of the unit will be provided by Lenel to the VAR under the product warranty, even if the VAR has conducted an exchange of the product for a customer. The VAR will be responsible for freight costs for units denied for credit or for units that fall outside of the warranty period.

In the event of any dispute regarding the terms or applicability of a warranty, Lenel, in its sole discretion, shall determine whether a warranty applies and, if it does, the terms and conditions of such warranty.

No implied warranty of merchantability, fitness for a particular purpose, or implied warranty arising from course of dealing or usage of trade shall apply.

Non-Warranty Repairs

VARs will be charged for all repairs and shipping costs for products that are not under warranty. If the repair cost is estimated to be greater than \$250 Lenel will contact the VAR prior to making the repairs.

Products receiving non-warranty repairs are granted an extended warranty of 90 calendar days from the date of shipment from Lenel back to the VAR following the non-warranty repair.

Credit Returns

No returns for credit or refund will be accepted unless you have obtained a return material authorization as described in the section entitled “Returning Lenel Products”. Lenel may refund or credit new, standard production items that are unused and in the original unopened shipping cartons for a period of 30 days from the original date of shipment; however any returned product is subject to a minimum 25% restocking fee. Products purchased as part of a kit must be returned in their entirety (i.e., the entire kit must be returned, not separate parts) to receive refund or credit.

You must use credit within one year of the date of issue.

Advanced Replacements

In the event that you receive a bad out of box unit you may be eligible for advanced replacement on standard production items. All advanced replacements require a tech support case number which is generated by tech support. A new purchase order is required to ship the new unit. In most cases, we must be notified within 90 days of the shipment date that the unit is faulty. The original invoice number and a clear problem description are required to request an advanced replacement.

Product Exclusions

Given the nature of the order, there will be no returns for credit or advanced replacement for customized products (including, without limitation, custom formatted readers, cards, DVRs, LNVRs, PCs,

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software, printers, locks and non-product cataloged parts, etc.) or software.

Returning Lenel Products

Before you can return any product to Lenel, you must obtain a return material authorization (RMA). This applies to all product returns, including warranty repair/replacements, non-warranty repairs, advanced replacements and credit returns.

To obtain an RMA please fill out the Return Material Authorization Form, available at our website, www.Lenel.com and Partner Center. The below information will be required:

- VAR account # (required for all RMA requests)
- Corporate bill to address
- Original PO (If the original PO is not provided, the processing time may be delayed. Lenel will attempt to validate the purchase of the product within the applicable time period for the type of return sought. If the purchase time period cannot be validated for a return subject to a time limit, no RMA will be provided, and the return will be declined.)
- New PO number (for repair & advanced replacement requests)
- Part number
- Serial number (when applicable)
- Reason for return
- Tech support case number for defective items

Customer Service will provide you with an RMA number and an RMA acknowledgment that confirms your request.

Once you have the RMA, package the product as described in the section entitled "Packaging Your Shipment" and attach the RMA Return location address and RMA number from the RMA acknowledgement to the outside of the package.

All products must be returned freight prepaid within 30 days of obtaining an RMA. An RMA may be cancelled after 30 days, in which case a new RMA must be obtained.

We will not accept unauthorized returns or freight collect/COD returns; we will return these to you at your expense.

If a returned product contains parts that are no longer available or repairable, we will contact you to discuss resolution and return of the material.

The repair department will evaluate all equipment returned to determine warranty coverage and will resolve any questions that may arise during evaluation to make a final determination.

Packaging Your Shipment

Protecting the value of returned products by packaging and shipping them correctly is your responsibility. The risk of loss for products being returned to Lenel remains with VAR until received by Lenel at the Lenel location designated in the RMA. VAR is responsible for compliance with all laws and regulations related to shipping any products to Lenel, including without limitation laws and regulations related to the shipment of regulated or hazardous materials, to the extent applicable. VAR agrees to indemnify Lenel from all losses and liabilities to Lenel arising out of VAR's failure to comply with applicable laws and regulations related to shipping. Lenel reserves the right to deny warranty coverage for any damage caused by failing to meet the following packaging requirements:

- All electronic components must be taped and/or contained in their original electrostatic protective packaging or an equivalent substitute.

- All parts must be packed securely inside the external shipping carton to prevent mechanical or other damage.
- External packaging must be sufficient to protect the contents from the usual hazards of shipping.
- Returned products should be addressed to the correct legal entity name set forth in the RMA.

If products are being returned to Lenel from outside of the United States, the stated value of the returned products for customs should be greater than zero, and typically should be equivalent to the purchase price of the returned products. Further, the return of such products to Lenel shall comply fully with the export administration and control laws and regulations of the United States government and other applicable jurisdictions, and any amendments of such laws and regulations.

Customer Service

Lenel Customer Service

- Phone: 866.788.5095, Option 1
- E-mail: rma@lenel.com (North America)
- E-mail: latam@lenel.com (Latin America)

Tech Support

Lenel Technical Support

- Phone: 866.788.5095, Option 2
- E-mail: tech@lenel.com