Hochiki America, Inc. (HA) warrants to Customer that FireNET series of addressable fire alarm control panels, FireNET accessories, modules, bases, and spot type smoke and heat detectors shall be free from defects in material and workmanship for a period of three (3) years from manufacture date. All other parts manufactured by HA (except batteries) are warranted for a period of one (1) year from date of shipment or eighteen (18) months from the manufacture date (whichever is longer). HA will repair or replace, at its discretion, any such equipment which it has determined to be defective within the terms of this warranty and will return such equipment to Customer. HA shall not be obligated to repair or replace equipment which has been repaired by others, abused, improperly installed, altered, or otherwise misused or damaged in any way. HA will not be responsible for any dismantling, reassembly or reinstallation charges. Any products or parts thereof manufactured by third parties shall not be warranted by HA; however, HA shall transfer to Customer (to the extent transferable) any third party manufacturers’ warranties regarding such products.

WARRANTY PERIOD FOR REPLACED OR REPAIRED PRODUCTS The warranty period for non-warranty repaired products is ninety (90) days from the date of shipment. Goods repaired or replaced within the original warranty period are subject to the terms of their original warranty.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY It is the intent of the parties to this Contract to fully and completely state the rights and obligations of the parties in this Contract, and HA has specifically set forth in this Contract the extent and nature of the warranty on Goods to be sold; there are no other warranties or representations with respect to the nature and quality of Goods.

IT IS EXPRESSLY UNDERSTOOD THAT THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY TO BE GIVEN EFFECT. ANY OTHER WARRANTY IS AGREED TO BE INCONSISTENT WITH THE STATED WARRANTY, AND IT IS THE INTENT OF THE PARTIES HERETO TO SPECIFICALLY DISCLAIM THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS.

HA IS NOT LIABLE TO CUSTOMER FOR ANY LOSS, Damage or Injury, DIRECT or INDIRECT, RESULTING FROM DEFECTS IN DESIGN, MATERIALS OR WORKMANSHIP OR OTHERWISE CAUSED, HOWEVER ARISING (AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF HA, ITS EMPLOYEES OR AGENTS). HA IS NOT LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR EXPENSES SUFFERED BY CUSTOMER, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, GOODWILL, REPUTATION, BUSINESS RECEIPTS OR CONTRACTS, OR LOSSES OR EXPENSES FROM THIRD PARTY CLAIMS.

Goods subject to repair or replacement under this warranty must be returned, transportation charges prepaid and accompanied by a “Factory Return Material Authorization” (RMA). Goods not accompanied by an RMA will be refused and returned to Customer.