

LenelS2 Return & Warranty Policy for VARs

April 19, 2021

This **Return & Warranty Policy for Value Added Resellers (VAR)** (“Policy”) applies to LenelS2 products (including hardware and software) and services purchased directly from the Carrier Fire & Security Americas Corporation and/or S2 Security, LLC, their successors or assigns (together, “LenelS2”) by an authorized value added reseller approved by LenelS2 (“VAR,” “you,” or “your”) for resale to end users or independent business integrators (“Products”).

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 LenelS2 website at www.LenelS2.com and Partner Center at Partner.LenelS2.com. 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 LenelS2 limited warranty in effect at the time of purchase, LenelS2 Terms and Conditions of Sale for LenelS2 available at our website, www.LenelS2.com and Partner Center at Partner.LenelS2.com, and in the case of Products manufactured or supplied by a third party (“Third Party Products”), the warranty terms of the third party, and the terms and conditions of this Policy (collectively, the “Documents”), LenelS2 will repair or replace defective or non-working Product within the Product’s warranty period set forth in the Documents. Notwithstanding anything to the contrary in the Documents, LenelS2 reserves the right, in its sole discretion, to replace any Product under warranty with new, refurbished or remanufactured Product or to refund the purchase price.

LenelS2 shall have no obligation or responsibility with respect to the any warranty in connection with Product that: (i) has been modified or altered without LenelS2’s written authorization; (ii) has not been used in accordance with LenelS2’s documentation or operating instructions; (iii) has been subjected to conditions which are not in accordance with those specified in LenelS2’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 LenelS2 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 Product as shown in Table 1 entitled “Product Warranty Periods” below. The warranty period begins from date of shipment of the Product

	Product	Warranty Period
LenelS2 Branded	Access Control Hardware	3 years
	BlueDiamond Readers	5 years
	Cards	3 years
LenelS2 Software	OnGuard Software, Modules, Applications	1 year
Third Party Products	3rd Party Manufactured Products (including but not limited to Computers, Reader/Locksets, Software, Readers, Cards, Enclosures, Power Supplies, etc.)	Per the terms of the Third Party’s written Warranty, if any

Warranty Repair/Replacement

Repair or replacement of LenelS2 Products under warranty are only permitted for defective or non-working Products that otherwise meet all warranty requirements, which may be established via Product troubleshooting with the LenelS2 Tech Support department. In cases of confirmed failures of Products under warranty VAR purchased directly from LenelS2, the LenelS2 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 Third Party Product failures with the third party. If a VAR returns a Product to LenelS2, and LenelS2 determines the Product is in working condition or NTF (No Trouble Found) or otherwise not subject to the warranty, then no compensation for the cost of the Product will be provided by LenelS2 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 Products denied for warranty credit or for Products that fall outside of the warranty coverage.

In the event of any dispute regarding the terms or applicability of a warranty, LenelS2, 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 LenelS2 will contact the VAR prior to making the repairs.

Products receiving non-warranty repairs are granted an extended limited warranty of 90 calendar days from the date of shipment from LenelS2 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 LenelS2 Products**”. –LenelS2 may in its discretion refund or credit new, standard production Products that are unused and in the original unopened shipping cartons for a period of 30 days from the original date of shipment to the VAR; 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, in original condition) 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” Product you may be eligible for advanced replacement on standard production items. All advanced replacements require a LenelS2 Tech Support case number which is generated by LenelS2 Tech Support. A new purchase order is required to ship the new Product. We must be notified within 90 days of the shipment to VAR date that the Product is “bad out of box”. The original invoice number and a clear problem description are required to request an advanced replacement.

Product Exclusions

There will be no returns for credit or advanced replacement for customized Products (including, without limitation, custom formatted readers, cards, DVRs, LNVRs, PCs, software, printers, locks and non-product cataloged parts) or software.

Returning LenelS2 Products

Before you can return any Product to LenelS2, 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.

Packaging Your Shipment

Protecting the value of returned Products by packaging and shipping them correctly is your responsibility. The risk of loss for Products returned to LenelS2 remains with VAR until received by LenelS2 at the LenelS2 location designated in the RMA. VAR is responsible for compliance with all laws and regulations related to shipping any Products to LenelS2, including without limitation laws and regulations related to the shipment of regulated or hazardous materials, to the extent applicable. VAR agrees to indemnify LenelS2 from all losses and liabilities to LenelS2 arising out of VAR's failure to comply with applicable laws and regulations related to shipping. LenelS2 reserves the right to deny warranty coverage for any damage caused by failing to meet the packaging requirements, including the following:

- 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 LenelS2 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 LenelS2 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.

Third Party Products

All Third Party Product warranties are passed from the third party directly to the VAR and are subject to change at any time without notice. Third Party Product Warranty coverage, limitations and processes may vary from those set forth in this Policy. Please contact LenelS2 Customer Service for current Third Party Product warranty information.