## Limited Warranty

Digital Security Controls ("DSC"), a division of Tyco Safety Products Canada Ltd, a part of the Johnson Controls group of companies ("JCI"), warrants the original purchaser that for a period of twelve months from the date of purchase, the product shall be free of defects in materials and workmanship under normal use. During the warranty period, JCI shall, at its option, repair or replace any defective product upon return of the product to its factory, at no charge for labor 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 purchaser must promptly notify JCI 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. There is absolutely no warranty on software and all software products are sold as a user license under the terms of the software license agreement included with the product. The Customer assumes all responsibility for the proper selection, installation, operation and maintenance of any products purchased from JCI. Custom products are only warranted to the extent that they do not function upon delivery. In such cases, JCI can replace or credit at its option.

## **International Warranty**

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

# 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 JCI must first obtain an authorization number. JCI will not accept any shipment whatsoever for which prior authorization has not been obtained.

# 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 JCI 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 JCI.);
- 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.

### Items Not Covered by Warranty

In addition to the items which void the Warranty, the following items shall not be covered by Warranty: (i) freight cost to the repair center; (ii) products which are not identified with JCI's product label and lot number or serial number; (iii) products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection or testing to verify any warranty claim. Access cards or tags returned for replacement under warranty will be credited or replaced at JCI's option. Products not covered by this warranty, or otherwise out of warranty due to age, misuse, or damage shall be evaluated, and a repair estimate shall be provided. No repair work will be performed until a valid purchase order is received from the Customer and a Return Merchandise Authorization number (RMA) is issued by JCI's Customer Service.

JCI'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. Under no circumstances shall JCI 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. The laws of some jurisdictions limit or do not allow the disclaimer of consequential damages. If the laws of such a jurisdiction apply to any claim by or against JCI, the limitations and disclaimers contained here shall be to the greatest extent permitted by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so that the above may not apply to you.

#### 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 JCI. JCI neither assumes responsibility for, 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.

JCI 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.

## Out of Warranty Repairs

JCI 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 JCI must first obtain an authorization number. JCI will not accept any shipment whatsoever for which prior authorization has not been obtained.

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

Products which JCI 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 - READ CAREFULLY

### Note to Installers

This warning contains vital information. As the only individual in contact with system users, it is your responsibility to bring each item in this warning to the attention of the users of this system.

## System Failures

This system has been carefully designed to be as effective as possible. There are circumstances, however, involving fire, burglary, or other types of emergencies where

it may not provide protection. Any alarm system of any type may be compromised deliberately or may fail to operate as expected for a variety of reasons. Some but not all of these reasons may be:

## **Inadequate Installation**

A security system must be installed properly in order to provide adequate protection. Every installation should be evaluated by a security professional to ensure that all access points and areas are covered. Locks and latches on windows and doors must be secure and operate as intended. Windows, doors, walls, ceilings and other building materials must be of sufficient strength and construction to provide the level of protection expected. A reevaluation must be done during and after any construction activity. An evaluation by the fire and/or police department is highly recommended if this service is available.

## Criminal Knowledge

This system contains security features which were known to be effective at the time of manufacture. It is possible for persons with criminal intent to develop techniques which reduce the effectiveness of these features. It is important that a security system be reviewed periodically to ensure that its features remain effective and that it be updated or replaced if it is found that it does not provide the protection expected.

## Access by Intruders

Intruders may enter through an unprotected access point, circumvent a sensing device, evade detection by moving through an area of insufficient coverage, disconnect a warning device, or interfere with or prevent the proper operation of the system.

#### Power Failure

Control units, intrusion detectors, smoke detectors and many other security devices require an adequate power supply for proper operation. If a device operates from batteries, it is possible for the batteries to fail. Even if the batteries have not failed, they must be charged, in good condition and installed correctly. If a device operates only by AC power, any interruption, however brief, will render that device inoperative while it does not have power. Power interruptions of any length are often accompanied by voltage fluctuations which may damage electronic equipment such as a security system. After a power interruption has occurred, immediately conduct a complete system test to ensure that the system operates as intended.

## Failure of Replaceable Batteries

This system's wireless transmitters have been designed to provide several years of battery life under normal conditions. The expected battery life is a function of the device environment, usage and type. Ambient conditions such as high humidity, high or low temperatures, or large temperature fluctuations may reduce the expected battery life. While each transmitting device has a low battery monitor which identifies when the batteries need to be replaced, this monitor may fail to operate as expected. Regular testing and maintenance will keep the system in good operating condition.

## Compromise of Radio Frequency (Wireless) Devices

Signals may not reach the receiver under all circumstances which could include metal objects placed on or near the radio path or deliberate jamming or other inadvertent radio signal interference.

## System Users

A user may not be able to operate a panic or emergency switch possibly due to permanent or temporary physical disability, inability to reach the device in time, or unfamiliarity with the correct operation. It is important that all system users be trained in the correct operation of the alarm system and that they know how to respond when the system indicates an alarm.

#### Smoke Detectors

Smoke detectors that are a part of this system may not properly alert occupants of a fire for a number of reasons, some of which follow. The smoke detectors may have been improperly installed or positioned. Smoke may not be able to reach the smoke detectors, such as when the fire is in a chimney, walls or roofs, or on the other side of closed doors. Smoke detectors may not detect smoke from fires on another level of the residence or building.

Every fire is different in the amount of smoke produced and the rate of burning. Smoke detectors cannot sense all types of fires equally well. Smoke detectors may not provide timely warning of fires caused by carelessness or safety hazards such as smoking in bed, violent explosions, escaping gas, improper storage of flammable materials, overloaded electrical circuits, children playing with matches or arson.

Even if the smoke detector operates as intended, there may be circumstances when there is insufficient warning to allow all occupants to escape in time to avoid injury or death.

#### Motion Detectors

Motion detectors can only detect motion within the designated areas as shown in their respective installation instructions. They cannot discriminate between intruders and intended occupants. Motion detectors do not provide volumetric area protection. They have multiple beams of detection and motion can only be detected in unobstructed areas covered by these beams. They cannot detect motion which occurs behind walls, ceilings, floor, closed doors, glass partitions, glass doors or windows. Any type of tampering whether intentional or unintentional such as masking, painting, or spraying of any material on the lenses, mirrors, windows or any other part of the detection system will impair its proper operation.

Passive infrared motion detectors operate by sensing changes in temperature. However, their effectiveness can be reduced when the ambient temperature rises near or above body temperature or if there are intentional or unintentional sources of heat in or near the detection area. Some of these heat sources could be heaters, radiators, stoves, barbeques, fireplaces, sunlight, steam vents, lighting and so on.

## Warning Devices

Warning devices such as sirens, bells, horns, or strobes may not warn people or waken someone sleeping if there is an intervening wall or door. If warning devices are located on a different level of the residence or premise, then it is less likely that the occupants will be alerted or awakened. Audible warning devices may be interfered with by other noise sources such as stereos, radios, televisions, air conditioners or other appliances, or passing traffic. Audible warning devices, however loud, may not be heard by a hearing-impaired person.

# Telephone Lines

If telephone lines are used to transmit alarms, they may be out of service or busy for certain periods of time. Also, an intruder may cut the telephone line or defeat its operation by more sophisticated means which may be difficult to detect.

#### Insufficient Time

There may be circumstances when the system will operate as intended, yet the occupants will not be protected from the emergency due to their inability to respond to the warnings in a timely manner. If the system is monitored, the response may not occur in time to protect the occupants or their belongings.

## Component Failure

Although every effort has been made to make this system as reliable as possible, the system may fail to function as intended due to the failure of a component.

## **Inadequate Testing**

Most problems that would prevent an alarm system from operating as intended can be found by regular testing and maintenance. The complete system should be tested weekly and immediately after a break-in, an attempted break-in, a fire, a storm, an earthquake, an accident, or any kind of construction activity inside or outside the premises. The testing should include all sensing devices, keypads, consoles, alarm indicating devices and any other operational devices that are part of the system.

## Security and Insurance

Regardless of its capabilities, an alarm system is not a substitute for property or life insurance. An alarm system also is not a substitute for property owners, renters, or other occupants to act prudently to prevent or minimize the harmful effects of an emergency situation.