



Standard Product Warranty Policy

STANDARD PRODUCT WARRANTY POLICY

LocklyPro Market, Guard, and Lockly Product

WARRANTY

Lockly warrants its LocklyPro, Lockly Guard, and Lockly Products (referred to herein as "LocklyPro and Lockly products") as free from material or workmanship flaws for a period of one (2) year from date of shipment. Refurbished Lockly products are warranted for a ninety (90) day period from date of shipment. Failure to notify Lockly within the time limits specified in this section constitutes the Purchaser's waiver of the right to have the faults corrected. The warranties as set out herein, are the exclusive warranties provided under this Agreement and are in lieu of any other warranties, expressed or implied, statutory or otherwise, including but not limited to warranty of fitness for a purpose and merchantability. No distributor, dealer, sales representative nor any other appointee of Lockly is authorized to bind Lockly to any other warranty agreement. Lockly will at no charge, either repair, exchange, or replace the product, provided it is returned to Lockly during the warranty period, and return the product by ground transportation to the Purchaser. The Purchaser is responsible for all of the costs required to remove and reinstall the product(s) at the Purchaser's premises. In the case of repairs, Lockly has the option to repair on site or at its own facilities. If, at the Purchaser's request, the repairs are carried out on site, the Purchaser shall pay for Lockly's representative's travel, and living costs incurred. Such compensation shall be established according to the Field Service Current Costs, obtainable from the Technical Support Centre. Additionally, the Purchaser will pay the total cost difference between an on-site repair, and a repair at Lockly's facilities. Flawed products which have been replaced become the property of Lockly, who may dispose of them in any manner. Replacement products become the property of the Purchaser upon their delivery. Lockly is not liable for any defects in materials, designs, drawings or information provided by the Purchaser, nor for information which is missing and could not be reasonably identified as such, by Lockly.

THE START DATE OF WARRANTY

As used in this Warranty Policy, the Start Date is (i) the date of shipment from Lockly ("Lockly") or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.

LIMITED HARDWARE WARRANTY AND REMEDY

Unless stated otherwise, Lockly warrants that for a period of two (2) year from the Start Date, the Lockly hardware purchased by customer ("Hardware") shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser of the Hardware from an authorized Lockly reseller/Distributor or Lockly, itself. In the event that Lockly receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Lockly sole and exclusive liability, shall be for Lockly, at its sole option,

to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Lockly. Lockly will use commercially reasonable efforts to ship the replacement Hardware within seven (7) business days after receipt of the product at a Lockly Repair Center. Actual delivery times may vary depending on the customer location.

LOCKLY DOES NOT WARRANT THE FOLLOWING:

- Normal wear and tear from use
- Replaceable components such as batteries, key cards or any other consumable products used or supplied with the product that can be replaced as a result of normal use
- Flawed or defective product operation(s) caused by unusual or unforeseeable use or condition
- Repairs or alterations performed by anyone other than Lockly authorized personnel
- The use of unauthorized components or sub-assemblies in place of components supplied with the product
- Any products or systems in which Lockly product is incorporated
- Force majeure (unforeseeable circumstances that prevent someone from fulfilling a contract)
- Improper operation or maintenance of the product
Installation of the product, unless Lockly is responsible for the installation

FINISHES

We apply the finest available protective finishes to the surfaces of our product. These finishes, however, have limitations and in time may deteriorate, either from exposure to weather pollution, perspiration, extremes of climate, frequency of use, or unavoidable normal wear and tear. Lockly warrants its standard finishes being free from material or workmanship flaws for a period of two (2) year from the date of the shipment. These warranties are based on the Purchaser performing the specified maintenance instructions. Failure to follow these instructions, based on Lockly evaluation of any finish degradation, will result in cancellation of the finish warranty. This Finish Limited Warranty applies only to Products that were purchased from Lockly's authorized distributor or a Lockly authorized seller, unless otherwise prohibited by law.