

## WARRANTY

**What is Covered:** Stanley Security Solutions, Inc. ("Stanley") warrants that **Door Closer models D4550, D4990, D3550 and D1610** manufactured by Stanley and sold under its trade name "**STANLEY**" are free of defects in materials and workmanship as outlined below. The sole and exclusive liability of Stanley under this warranty is limited to the repair or replacement of any Product or component part covered by the warranty at the sole discretion of Stanley.

**Who is Covered:** This warranty is extended only to Stanley's distributors of products and the end user who purchases products for purposes other than resale (collectively, "Purchaser").

**Hardware Warranty Period:**

- **Stanley Door Closer mechanical products** shall be warranted for thirty (30) years from date of sale.
- **Stanley Door Closer electrical products** shall be warranted for one (1) year from date of sale.
- **Finishes** shall be warranted for three (3) years from date of sale excluding 10B/613 "Oil Rubbed Bronze" finish.

**Stanley Wi-Q™ Technology and B.A.S.I.S. Software:**

- Stanley warrants that all software shall be free from defects in materials and workmanship and will function in substantial accordance to the specifications for a period of one (1) year from the date of installation.
- Specific Limitations:
  - This warranty does not cover any post-sales technical support under the following circumstances:
    - Problems caused by misuse of software or hardware
    - Failure to provide a network connection or site phone line for a modem connection, if deemed necessary by Stanley
    - Technical support for network software products
    - Technical support for software installed on computer hardware or computer operating system that is no longer commercially available for purchase.

**Warranty Claims:** Any Products believed to be defective as covered by this warranty may not be returned without prior written Returned Materials Authorization (RMA) from Stanley Product Support (800) 392-5209 covering specific items and quantities within thirty (30) days from the discovery of the alleged defect(s). Stanley will inform the purchaser where to ship said Product(s), shipping charges prepaid by you, for examination. In the event such examination reveals a defect covered by this warranty; Stanley will, at its sole option, repair or replace the Product, and return it or its replacement to the purchaser, with charges only for shipping.

**Exclusions:** This warranty specifically excludes, and Stanley shall not be held responsible for the following:

- a) **COSTS ASSOCIATED WITH INSTALLING, REMOVING OR REINSTALLATION OF THE PRODUCT.**
- b) Damage caused by Product malfunction or failure attributable to acts of God.
- c) Improper use or installation.
- d) Poor or no maintenance.
- e) Work performed by someone other than an Authorized Stanley technician.
- f) Failure to follow Stanley's operating instructions or environmental specifications.
- g) Incorrect application, modification, vandalism, erosion or corrosion, shipping and/or handling, improper storage, accident, misuse, abuse or any other cause not within the control of Stanley.
- h) This warranty is void if any modification is made to the warranty product, regardless of whether the modification causes or contributes to the alleged defect. All modifications are made at the risk and expense of the party making the modifications.
- i) Stanley shall not be liable for any repairs, replacements, or adjustments to the product or any costs of labor performed by the Purchaser or others without Stanley's prior written approval.
- j) Stanley provides no warranty or guarantee that its cores and/or cylinders will function properly or be mechanically compatible with products not manufactured by Stanley.
- k) The US10B/613 finish is considered to be a living finish that will change over time with use and age and is expressly excluded from this warranty. The finish changes that occur are indicative of normal wear and tear and reflect the essence of a living finish. The finish changes are not considered manufacturing defects and are not covered by this warranty.

**Third Party Warranty:** Except as otherwise provided above, Stanley makes no warranty, express or implied, with regard to third party hardware or software and expressly disclaims the implied warranties or conditions of merchantability or merchantable quality, fitness for a particular purpose, title, infringement and those arising by statute or otherwise in law. Customer's sole recourse for warranty claims is with the manufacturer of the Product. However, Stanley agrees to pass through any third party warranty that Stanley receives from the manufacturer of the Products to Purchaser. The extent of any third party warranty details, terms and conditions, remedies and procedures may be expressly stated on, or packaged with, or otherwise accompanying the Products.

**LIMITATION OF WARRANTIES:** THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

STANLEY SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES SUFFERED BY PURCHASER OR ANYONE CLAIMING BY, THROUGH OR UNDER PURCHASER, AS A RESULT OF THE CONDITION OF THIS PRODUCT, OR ANY PART OR PORTION THEREOF.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY IN YOUR STATE.

THIS WARRANTY IS GOVERNED BY THE LAW OF THE STATE OF INDIANA WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. STANLEY AND PURCHASER AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO SALE OF THE PRODUCTS COVERED BY THIS WARRANTY.