

## TERMS AND CONDITIONS OF SALE

These *Terms and Conditions of Sale* apply to products and services purchased directly from UTC Fire & Security Americas Corporation, Inc. (hereinafter "UTCFSFA") by a buyer (hereinafter "Buyer"). As all terms and conditions of sale herein are subject to change, check our website at [www.interlogix.com](http://www.interlogix.com) for the latest Terms and Conditions of Sale. **If you have questions about these Terms and Conditions of Sale, contact the appropriate customer service center or your assigned sales representative.**

### **Standard Terms and Conditions of Sale**

**Sales of products, software and services by UTCFSFA are expressly subject to and conditioned upon the terms and conditions set forth below. Any different or additional terms set forth by Buyer, whether in Buyer's purchase order or another communication, are expressly objected to and rejected and will not be binding on UTCFSFA unless agreed to in writing by an authorized officer of UTCFSFA.**

All periods of days set forth herein are calendar days unless otherwise stated.

**Sales and payment terms.** Unless otherwise agreed in writing by UTCFSFA, terms are net 30 days from the date of invoice. Past due accounts will be subject to the maximum legal rate of interest or 1.5% per month, whichever is less. If a delinquent account is sent to collections, Buyer is responsible for all collection and attorney's fees. All payments are to be made in US dollars. If a Buyer's account becomes past due, UTCFSFA may ship products on a cash in advance basis, or may refuse shipments until the account is paid in full. All orders are subject to UTCFSFA's minimum order policy of \$125. Any orders for less than this amount may be rejected or an additional fee may be assessed.

**Acceptable forms of payment.** All remittances must be in a single payment in the full amount of the invoice (adjusted for any debit memos) and must be in accordance with the following requirements:

- Wire or electronic fund transfer (referencing invoice number) and Buyer must be the originator of wire.
- Buyer company check (drawn on company account with company name).
- Irrevocable letter of credit (referencing invoice number).

Third-party checks, bank checks, and foreign drafts will be accepted only if approved in advance in writing by an officer of UTCFSFA and must have accompanying documentation that references invoices being paid.

To the extent that UTCFSFA refunds or makes payments to Buyer, such payments shall be made solely by wire to a bank account registered in Buyer's name in the sales territory.

**Security interest.** Buyer hereby grants to UTCFSFA and UTCFSFA reserves, a purchase money security interest in each product sold by UTCFSFA to Buyer in the amount of its purchase price. Any such security interest shall be satisfied by payment in full of the invoiced amount. Buyer agrees to execute any and all such documents, including financing statements, as may be necessary for UTCFSFA to perfect such security interest. Notwithstanding the foregoing, a copy of the sale or channel agreement may be filed on behalf of UTCFSFA with the appropriate authorities at any time as and for a financing statement.

**Prices.** Products, software and services will be invoiced at prices in effect on date of shipment (invoice date). Prices are not necessarily valid for other current or future sales. Any invoice errors must be disputed within 30 days of invoice date and are subject to correction by UTCFSFA. Prices exclude any present or future federal, state, provincial, local or other governmental taxes, duties and tariffs applicable to the sale, transportation or use of products purchased, all of which taxes, duties and tariffs shall be paid by Buyer. International sales are subject to applicable transportation and import duties, licenses and fees, or as agreed to by the purchase order. All prices are FCA UTCFSFA's facility.

**Change in Buyer's financial condition.** UTCFSFA reserves the right to cancel an order or require full or partial early payment if (1) the solvency or operation of Buyer is in question, (2) Buyer becomes the subject of any bankruptcy proceedings, (3) there is an appointment of a trustee or receiver for Buyer, or (4) Buyer makes an assignment or other arrangement for the benefit of its creditors. UTCFSFA also reserves the right to cancel or modify Buyer's credit terms at any time.

**Delivery, title, and risk of loss.** All shipments will be FCA UTCFSFA's facility. On-time shipment is dependent upon Buyer promptly supplying all necessary documentation. UTCFSFA will ship via its preferred carrier. UTCFSFA reserves the right to make partial shipments unless specifically stated otherwise on Buyer's purchase order. Any freight charges that are prepaid by UTCFSFA will be invoiced to Buyer. Buyer must promptly file claims for damaged items with the freight carrier. UTCFSFA will determine the point of shipment. Products may ship from multiple locations.

**Excusable delays.** UTCFSFA shall use commercially reasonable efforts to deliver products ordered by Buyer as soon as reasonably practicable. In the event of interruption of any such delivery due to causes beyond the reasonable control of UTCFSFA, including but not limited to fire, flood, acts of God, war, insurrection, vandalism, sabotage, terrorist events, labor disturbances, riots, national emergency, embargoes or restraints, accidents, extreme weather, governmental prohibitions, or inability to obtain necessary materials or components, UTCFSFA shall not be in breach and shall have the right, in its sole discretion and upon notice to Buyer, to delay or terminate such delivery. Upon receipt of such notice, Buyer shall have the option to change or terminate such orders.

**Shortages.** Buyer must notify UTCFSFA Customer Service within 10 business days of receipt of a shipment in the event that Buyer receives less than the full quantity ordered (a "shortage"). All claims for shortages shall be waived and released if not reported within 10 business days of receipt. At UTCFSFA's option, shipment will be fulfilled or a credit will be mailed to Buyer within 30 days of claim receipt.

### **Limited Warranty**

a. For the applicable warranty period set forth in UTCFSFA's *Return and Warranty Policy* (current version available on our website), if any, UTCFSFA warrants that its products are free from defects in workmanship and materials, and will conform to UTCFSFA's published specifications, subject to the terms of this limited warranty. This warranty extends only to Buyer and does not extend to any other party. UTCFSFA is not responsible for components that UTCFSFA has not supplied. Nor is UTCFSFA responsible for conditions, changes, alterations, additions, or applications over which UTCFSFA has no control. Defects or problems as a result of such components, conditions, changes, additions, alterations or applications are not the responsibility of UTCFSFA. Such conditions include normal wear and tear; catastrophe; fault or negligence of or damage caused by the user or a party other than UTCFSFA; improper installation, application, storage, maintenance, or misuse of products; improper or negligent change or alteration of the product; other causes external to products; or failure to conform to any applicable recommendations of UTCFSFA. The warranty does not cover, and UTCFSFA does not warrant, batteries of any type. To the extent that any product includes software or firmware, whether included in a product furnished hereunder or provided separately, UTCFSFA warrants that such software/firmware will, at the time of delivery by UTCFSFA and for a period of 90 days thereafter, conform in all material respects to UTCFSFA's documentation relating to such software/firmware. In the event of product discontinuance, the applicable warranty period going forward for units previously sold and for units sold in the future, will be announced in conjunction with announcement of the product discontinuance and may, at UTCFSFA's sole discretion, be shorter than the term of the original warranty. To the extent services are available for purchase by Buyer, such services are provided "AS IS" with all faults. UTCFSFA provides no warranty, express or implied, with respect to software or services purchased by Buyer.

b. If any UTCFSFA product or service fails to meet this limited warranty, UTCFSFA shall, at its option, correct any such failure by repairing any defective or damaged parts of damaged product, or make available, FCA UTCFSFA's facility, any necessary repaired or replacement parts. UTCFSFA reserves the right to replace any product under warranty with new, refurbished or remanufactured product. UTCFSFA also reserves the right, in its sole discretion, to provide a refund equal to the purchase price (less reasonable depreciation for any period of use), in lieu of any obligation to repair or replace any product. UTCFSFA will not be responsible for labor costs of removal or reinstallation of products. The repaired or replaced product is then warranted under the terms of the limited warranty for the balance of the term of the warranty or for 90 days, whichever is longer. For any warranty claim, Buyer must first contact Customer Service and request authorization to return the product (see "Return Material Authorization" in the *Return and Warranty Policy* on our website).

c. **THE PRECEDING SUBSECTIONS OF THIS LIMITED WARRANTY SET FORTH THE EXCLUSIVE REMEDIES FOR**

**CLAIMS BASED ON ANY DEFECT, FAILURE, MALFUNCTION, OR ANY OTHER PERFORMANCE OR NONPERFORMANCE OF ANY PRODUCT, SOFTWARE OR SERVICE, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND HOWEVER INSTITUTED. UPON EXPIRATION OF THE APPLICABLE LIMITED WARRANTY PERIOD, ANY LIABILITY OF UTCFSA IN CONNECTION WITH SUCH EXCLUSIVE REMEDIES SHALL TERMINATE, AND BUYER SHALL HAVE 30 DAYS AFTER THE WARRANTY PERIOD TO GIVE WRITTEN NOTICE OF ANY DEFECTS, FAILURES, MALFUNCTIONS, OR OTHER PERFORMANCE OR NONPERFORMANCE ISSUE THAT APPEARED DURING THE WARRANTY PERIOD. EXCEPT AS SET FORTH IN THE SECTION ENTITLED "PATENTS," THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO PRODUCTS, SERVICES OR SOFTWARE.**

**Software license.** As used herein, the term "Software" means (a) machine-readable object code or (b) a computer program or compilation of data that is fixed in any tangible medium of expression or any storage medium from which the program may be perceived, reproduced or otherwise communicated, only with the aid of a machine or device. Furthermore, the term "Software" shall include, without limitation, any proprietary software provided for the ordinary operation of the products, any optional software to enhance the operation of the products, and any upgrades or revisions of this material UTCFSA provides in fulfillment of a specific written commitment or otherwise. Nothing herein shall be deemed to create an obligation on the part of UTCFSA to provide any support, upgrades, or revisions to any software other than pursuant to a separate written obligation to do so. Buyer is granted a limited license for any Software and related user documentation delivered by UTCFSA, whether as part of any product or provided separately. Buyer is not granted a license for any other software or documentation. This license allows Buyer to:

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**Patents.** UTCFSA warrants to Buyer that UTCFSA products sold hereunder in the normal course of business shall be delivered free of any rightful claim of any third-party for infringement of any U.S. patent. If notified promptly in writing and given authority, information, and assistance, and contingent upon Buyer not taking any position adverse to UTCFSA in connection with such claim, UTCFSA shall defend, or may settle at its expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of the warranty stated in this section, and UTCFSA shall pay damages and court costs awarded therein against Buyer due to such breach as determined in a final, non-appealable judgment. In case any UTCFSA product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, UTCFSA shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use)

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#### LIMITATION OF LIABILITY

**A. UTCFSA'S LIABILITY TO BUYER ON ANY CLAIM OF ANY KIND, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE TRANSACTION, OR FROM UTCFSA'S PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, RESALE, INSTALLATION, REPAIR, OPERATION OR USE OF ANY PRODUCTS OR SERVICES FURNISHED, SHALL IN NO EVENT (EXCEPT AS SPECIFICALLY PROVIDED FOR UNDER THE "PATENTS" SECTION) EXCEED THE PRICE PAID BY BUYER FOR THE PRODUCTS OR SERVICES WHICH GIVE RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED, HOWEVER, THAT BUYER'S RIGHTS TO PROVE TITLE IN THE PRODUCTS PURCHASED FROM UTCFSA SHALL NOT TERMINATE.**

**B. NOTWITHSTANDING ANYTHING ELSE HEREIN, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL UTCFSA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFIT OR REVENUES; LOSS OF USE OF THE SERVICES, PRODUCTS OR ANY ASSOCIATED EQUIPMENT; DAMAGE TO ASSOCIATED EQUIPMENT; COST OF CAPITAL, SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES; DOWNTIME COSTS; LOSS OF ACTUAL OR POTENTIAL BUSINESS OPPORTUNITY OR LOSS OF REPUTATION; OR CLAIMS OF BUYER'S CUSTOMER FOR SUCH DAMAGE.**

**C. UNLESS OTHERWISE AGREED TO IN WRITING AND SIGNED BY THE PRESIDENT OF UTCFSA, PRODUCTS, SOFTWARE AND SERVICES SOLD OR LICENSED HEREUNDER ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR FACILITY OR ACTIVITY. IF RESOLD BY BUYER FOR SUCH USE, UTCFSA DISCLAIMS ALL LIABILITY FOR ANY NUCLEAR DAMAGE, INJURY, OR CONTAMINATION, AND BUYER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY UTCFSA AND ITS LEGAL REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, DIVISIONS, SUBSIDIARIES, AFFILIATES, PARENTS, AND THEIR SUCCESSORS AND ASSIGNS AGAINST ANY SUCH LIABILITY, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.**

**D. BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UTCFSA AND ITS LEGAL REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, DIVISIONS, SUBSIDIARIES, AFFILIATES, PARENTS, AND THEIR SUCCESSORS AND ASSIGNS IN CONNECTION WITH ANY LOSS, LIABILITY, CLAIM, SETTLEMENT PAYMENT, INTEREST, AWARD, JUDGMENT, DAMAGES, FINES, PENALTIES, COST AND EXPENSE, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND ARBITRATION, MEDIATION AND EXPERT FEES AND ANY RECALL COSTS AND EXPENSES, ARISING OUT OF OR RELATING TO BUYER'S: NEGLIGENCE; VIOLATION OF APPLICABLE LAW; MISUSE; MISREPRESENTATION; IMPROPER INSTALLATION, STORAGE, MAINTENANCE OR USE OF PRODUCTS; CHANGES, ALTERATIONS OR ADDITIONS TO PRODUCTS OR SOFTWARE; OR COMPONENTS IMPLEMENTED INTO PRODUCTS.**

#### WARRANTY DISCLAIMERS.

**A. TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ALL PRODUCTS, SOFTWARE OR SERVICES SOLD OR LICENSED BY UTCFSA, UTCFSA HEREBY DISCLAIMS ALL**

# UTC Fire & Security Americas Corporation, Inc.

effective date: December 11, 2015

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**C. UTCFSA DOES NOT REPRESENT TO BUYER THAT THE PRODUCTS, SOFTWARE OR SERVICES SOLD OR LICENSED HEREUNDER MAY NOT BE HACKED, COMPROMISED AND/OR CIRCUMVENTED, OR THAT THE PRODUCT(S), SOFTWARE OR SERVICES WILL PREVENT DEATH, PERSONAL INJURY, BODILY INJURY, AND/OR DAMAGE TO PROPERTY OF PURCHASER OR OTHERS RESULTING FROM BREAK-IN, BURGLARY, ROBBERY, FIRE, OR OTHERWISE, OR THAT THE PRODUCT WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION. BUYER UNDERSTANDS THAT A PROPERLY INSTALLED AND MAINTAINED ALARM/SECURITY SYSTEM MAY ONLY REDUCE THE RISK OF EVENTS SUCH AS A BREAK-IN, BURGLARY, ROBBERY, FIRE, OR SIMILAR EVENTS WITHOUT WARNING, BUT IT IS NOT INSURANCE OR A GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR OR THAT THERE WILL BE NO DEATH, PERSONAL INJURY, AND/OR PROPERTY DAMAGE AS A RESULT. UTCFSA SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS OF ANY KIND WHATSOEVER TO YOU OR OTHERS, WHETHER DIRECTLY, INDIRECTLY, INCIDENTALLY, CONSEQUENTIALLY, OR OTHERWISE, CAUSED BY THE OPERATION, NONOPERATION, FUNCTIONING, MALFUNCTIONING, OR MISUSE OF THE PRODUCTS, SOFTWARE OR SERVICES.**

**D. UTCFSA DOES NOT WARRANT TO BUYER THAT ITS PRODUCTS WILL WORK PROPERLY IN ALL ENVIRONMENTS AND APPLICATIONS AND DOES NOT WARRANT ANY PRODUCTS AGAINST HARMFUL ELECTROMAGNETIC INTERFERENCE INDUCTION OR RADIATION (EMI, RFI, ETC.) EMITTED FROM EXTERNAL SOURCES**

**E. UTCFSA DOES NOT PROVIDE MONITORING SERVICES FOR COMMERCIAL OR RESIDENTIAL ALARM/SECURITY SYSTEMS ("MONITORING SERVICES"). IF BUYER ELECTS TO SELL MONITORING SERVICES BUYER MUST EITHER PROVIDE SUCH MONITORING SERVICES OR OBTAIN SUCH SERVICE FROM A THIRD PARTY. UTCFSA MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH SERVICES INCLUDING WHETHER OR NOT THEY WILL BE COMPATIBLE WITH UTCFSA'S PRODUCTS, SOFTWARE OR SERVICES.**

**F. THE ABILITY OF PRODUCTS, SOFTWARE AND SERVICES TO WORK PROPERLY DEPENDS ON A NUMBER OF THIRD PARTY OWNED OR CONTROLLED PRODUCTS AND/OR SERVICES OVER WHICH UTCFSA HAS NO CONTROL INCLUDING, BUT NOT LIMITED TO, INTERNET, CELLULAR AND LANDLINE CONNECTIVITY; MOBILE DEVICE AND RELATED OPERATING SYSTEM COMPATIBILITY; MONITORING SERVICES; AND PROPER INSTALLATION AND MAINTENANCE. UTCFSA SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ACTIONS OR OMISSIONS OF BUYER OR OTHER THIRD PARTIES PROVIDING SUCH PRODUCTS AND/OR SERVICES.**

## PRODUCT WARNINGS

Effective December 2015  
Version 2.0

**BUYER ACKNOWLEDGES IT IS AWARE OF THE FOLLOWING PRODUCT WARNINGS AND WARRANTY DISCLAIMERS AND AGREES TO MAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE FOLLOWING WARNINGS AND WARRANTY DISCLAIMERS (OR SUBSTANTIALLY SIMILAR WARNINGS AND DISCLAIMERS) TO ITS CUSTOMERS WHO PURCHASE UTCFSA PRODUCTS FROM BUYER:**

## "PRODUCT WARNINGS

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**Proprietary information.** Buyer agrees that UTCFSA has and claims various proprietary rights in the hardware, firmware, software and the integration of ancillary materials, knowledge and designs that constitute UTCFSA products and services, and that Buyer will not directly or indirectly cause any such proprietary rights to be violated.

**Federal Acquisition Regulations.** The products, software and services sold by UTCFSA are commercial items as defined by Federal Acquisition Regulations ("FAR") and the prices in any transaction are based on UTCFSA's standard commercial accounting policies which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or similar procurement regulations. UTCFSA agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. UTCFSA will not agree to submit or certify to any cost or pricing data nor will it agree to any requirements to establish price reasonableness under FAR Part 15 or similar regulations. In stating its position, UTCFSA refers to FAR Part 12 - "Acquisition of Commercial Items." Transactions under \$3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

**Custom products.** Intellectual property resulting from the development of custom products (including but not limited to hardware, software and technical documentation), software or

# UTC Fire & Security Americas Corporation, Inc.

**effective date: December 11, 2015**

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**Design changes.** UTCFSA reserves the right to make changes in design of any products or services, or to cease providing such

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**Export laws.** Buyer agrees to comply with all applicable export laws, assurances, codes and license requirements, and controls of the U.S. and other applicable jurisdictions in connection with the use and resale of products including without limitation Buyer's acceptance of responsibility for the payment of any relevant taxes or duties or similar government charges or fees.

**Governing law.** The internal substantive laws of the State of New York shall govern this transaction