



WARRANTY

What is Covered: dormakaba USA Inc. ("dormakaba") warrants that the Products manufactured by dormakaba, identified below, and sold under its trade names "BEST" and "SHELTER" are free of defects in materials and workmanship as outlined below. The sole and exclusive liability of dormakaba 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 dormakaba.

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

Hardware Warranty Period:

The following products shall be warranted for three (3) years from the date of sale:

- **9KX Electro-mechanical Cylindrical Lock**
- **45HX Electro-mechanical Mortise Lock**

The following products shall be warranted for one (1) year from the date of sale:

- **Shelter Gateways, Shelter Repeaters and Repeater Accessories, Shelter FOBs**

Finishes shall be warranted for three (3) years from the date of sale excluding US10B/613 "Oil Rubbed Bronze" finish.

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 dormakaba Product Support (800) 392-5209 covering specific items and quantities within thirty (30) days from the discovery of the alleged defect(s). dormakaba 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; dormakaba 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 dormakaba shall not be held responsible for the following:

- COSTS ASSOCIATED WITH INSTALLING, REMOVING OR REINSTALLATION OF THE PRODUCT.**
- Damage caused by Product malfunction or failure attributable to acts of God.
- Improper use or installation.
- Poor or no maintenance or routine testing.
- Work performed by someone other than an Authorized dormakaba technician.
- Failure to follow dormakaba's operating instructions, quick use guide, or environmental specifications.
- 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 dormakaba.
- 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.
- dormakaba 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 dormakaba's prior written approval.
- dormakaba provides no warranty or guarantee that the Shelter 9KX Cylindrical Lock, 45HX Mortise Lock, Shelter FOB, Shelter Gateway or Shelter repeaters or repeater accessories will function properly or be mechanically compatible with products not manufactured by dormakaba, including any third party access control systems, third party monitoring systems, etc.
- 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.
- This warranty does not cover any post sales technical support under the following circumstances:
 - Failure to provide a network connection if deemed necessary by dormakaba
 - Technical support for network configuration
 - Technical support for software installed on computer hardware or computer operating system that is no longer commercially available for purchase.
 - Technical support for unsupported internet browsers

Third Party Warranty: Except as otherwise provided above, dormakaba 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, dormakaba agrees to pass through any third party warranty that dormakaba 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.

For the purpose of this Warranty, the Shelter System shall include the Shelter 9KX Cylindrical Lock, 45HX Mortise Lock, Shelter FOB, Shelter Gateway, Shelter Repeaters and any Shelter Repeater accessories.

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.

DORMAKABA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SHELTER SYSTEM MAY NOT BE COMPROMISED, OR THAT THE SHELTER SYSTEM WILL IN ALL CASES BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

LIMITATION OF LIABILITY

THE SHELTER SYSTEM MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. DORMAKABA DOES NOT OPERATE OR CONTROL THE INTERNET AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED WITH ANY OF THE FOLLOWING: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) OR ATTEMPTS TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS, OR NETWORKS.

DORMAKABA SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMERS ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF THEIR DATA AND SYSTEMS.

THE SHELTER SYSTEM IS A PRODUCT DESIGNED TO REDUCE THE RISK OF ENTRY INTO A LOCKED AREA. DORMAKABA SHALL NOT BE HELD LIABLE FOR LOSSES WHICH MAY OCCUR IN CASES OF MALFUNCTION OR NONFUNCTION OF ANY SHELTER PRODUCT, LOSSES RESULTING FROM FAILURE TO WARN OR INADEQUATE TRAINING; EVEN IF DUE TO DORMAKABA'S NEGLIGENCE OR FAILURE OF PERFORMANCE

DORMAKABA IS NOT AN INSURER. INSURANCE COVERING PERSONAL INJURY, PROPERTY LOSS, AND DAMAGE TO AND ON CUSTOMER'S PREMISES MUST BE OBTAINED AND/OR MAINTAINED BY CUSTOMER. CUSTOMER UNDERSTANDS THAT IT IS CUSTOMER'S DUTY TO PURCHASE SUCH INSURANCE.

THE WARRANTY PROVIDED HEREIN SHALL CONFER NO RIGHTS ON THE PART OF ANY PERSON OR ENTITY THAT IS NOT A PARTY HERETO, WHETHER AS A THIRD-PARTY BENEFICIARY OR OTHERWISE.

IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SHELTER SYSTEM. THEREFORE, IF LIABILITY IS IMPOSED ON DORMAKABA, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE PRODUCTS COVERED BY THIS WARRANTY OR \$10,000 WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE DORMAKABA'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS OF DORMAKABA UNDER THIS WARRANTY OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF DORMAKABA, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST DORMAKABA MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

DORMAKABA SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, 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. DORMAKABA 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.

CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS DORMAKABA, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS, DAMAGES AND LOSSES, WHETHER IN CONTRACT LAW, TORT LAW (INCLUDING NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY, OR ANY OTHER THEORY OF LAW), IN ANY WAY RELATING TO THIS WARRANTY OR THE USE OR OWNERSHIP OF THE SHELTER SYSTEM, OR THE IMPROPER OPERATION OF THE SHELTER SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SHELTER SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY DORMAKABA, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR PROPERTY DAMAGE.

DORMAKABA SHALL NOT BE LIABLE FOR ANY FINE OR PENALTY ASSESSED BY ANY MUNICIPALITY, FIRE, OR POLICE DEPARTMENT AS A RESULT OF ANY FALSE ALARM COMMUNICATED BY THE SHELTER SYSTEM. CUSTOMER SHALL BE RESPONSIBLE FOR CREDITING DORMAKABA THE FULL AMOUNT OF ANY SUCH FINE OR PENALTY THAT IS ASSESSED AGAINST DORMAKABA FOR SUCH FALSE ALARM ISSUED BY CUSTOMER.

SHELTER TERMS OF SALE & ASSUMPTIONS

1. COMPATIBILITY WITH OTHER SYSTEMS

- a. While the SHELTER network components, including the 9KX and 45HX locks, fob and repeater may be capable of being configured via input and output relays to allow the fob to initiate a signal to many third party access control system or alarm system, allowing communication with first responders, dormakaba has not tested these systems and cannot guarantee the accuracy or performance of the Shelter components with third party products. dormakaba recommends that you work with your third party integrator to determine compatibility and performance of the system. dormakaba shall have no liability or obligation for additional products or services provided or delivered by a third party.

2. ACCESS CONTROL

- a. The Shelter System was not designed to serve as Customer's overall electronic access control system to lock and unlock doors on a regular basis. dormakaba shall not be held liable for Customer's misuse of the Shelter System.

3. SHELTER SYSTEM BATTERY BACKUP:

- a. The Shelter system relies upon the gateway and repeater components to be hard wired to a power supply in order to receive a signal from the FOB and transmit the signal to the 9KX or 45HX or to the repeater relays to function properly. Therefore, it is strongly recommended that the gateway and repeater have a battery backup in place. In the event of a power loss at the gateway or repeater the Shelter system may not function properly.

4. SIGNAL:

- a. A FOB is typically capable of sending a signal up to 200 feet away to reach a gateway or repeater.
- b. A 9KX/45HX lock is typically capable of receiving a signal up to 400 feet away from a gateway or repeater.
- c. A repeater is typically capable of receiving a signal up to 400 feet away from a gateway.
- d. The distance of signal may vary depending upon building construction. Proper testing of all FOBs is recommended to ensure signals are being properly sent and received to the gateway and to understand the scope of where a lockdown can be initiated both inside and outside of a building.

- e. Signals cannot be guaranteed at the exact time a lockdown is initiated. Frequent self tests are recommended to ensure proper performance of the system.
 - f. All wireless devices should be installed with consideration given to nearby metal objects. Performance could be impacted.
- 5. SIGNAL DELAY:**
- a. Typical lockdown response time is 10 to 20 seconds from the initiation of a signal. Typical lockdown clear response time is 10 to 20 seconds from the initiation of a signal. However, certain conditions could impact this delay.
- 6. SIGNAL CONFIGURATION:**
- a. Each 9KX/45HX lock and repeater can be programmed to include an additional delay anywhere from 1 to 60 seconds after the receipt of a signal (over and above the 10-20 second typical response time).
 - b. 9KX/45HX LED/Sound Configuration: LED and sound configuration options can be disabled from the Shelter System. Please note if these options are disabled the user will not have any visual or sound confirmation that the 9KX/45HX lock received a lockdown signal.
- 7. OPEN DOOR:**
- a. The Shelter System does not come with a door closer solution. Therefore, all doors must remain in a closed position for the locking mechanism to work. If a door is open when a lockdown is initiated it will still revert to a locked position but will need to be manually closed to restrict the area.
- 8. RIGHT OF EGRESS:**
- a. The Shelter system has been designed to prevent entry into a room when a threat is present, however, the inside lever of the 9KX/45HX will not lock which will allow for a right of egress at all times. You will always be able to exit a room, even during a lockdown.
- 9. MECHANICAL KEY:** even during lockdown mode a mechanical key will still be able to operate the latchbolt and open a door. End Users are encouraged to maintain security and control of mechanical keys at all times.
- 10. INTERNET CONNECTION:**
- a. The Shelter System is offered with a Gateway Cloud Service to set up, configure, test and monitor the Shelter system. An internet connection is required to set up and configure the Shelter System. While use of the Gateway Cloud Service is recommended to get the best use out of your Shelter system, it is not required. Users can log on to their gateway via a local network connection to perform minimal configuration and management of the Shelter system. Not all features and functions of the software are available via the local gateway.
 - b. A local internet connection is not required to initiate or clear a lockdown if repeater inputs have been configured to perform an all clear of the lockdown.
- 11. TRAINING, TESTING, USE, DRILLS**
- a. Frequent testing of the Shelter System is strongly recommended, including scheduled self testing via Gateway Cloud Service.
 - b. Any changes to building construction or layout should be followed up with proper testing.
 - c. Any further addition of wireless devices to the building should be followed up with the proper testing.
 - d. Any changes in staff or personnel who are holders of a fob should be followed up with proper testing and training.
 - e. Any changes in products connected or integrated with the Shelter system should be followed with proper testing.
 - f. Once a door is locked it can still be manually opened on the inside to allow entry for those individuals who were not able to access the area prior to the lockdown. Users should have appropriate training and security plans in place to secure persons who are not able to enter an area prior to the lockdown being implemented.
 - g. Testing of the Shelter System without the Gateway Cloud Service will be a manual effort and not allow you to test all function or capabilities.
 - h. Final testing may result in the need for additional products, including gateways, repeaters, fobs, etc. dormakaba Site survey tools may provide an initial recommendation on products needed, however, each end user is responsible for working with their own facility management, distributor or third party integrator to determine final products required to ensure proper performance of their Shelter System. dormakaba does not guarantee the accuracy of any site surveys.
 - i. As conditions to the end user's environment changes, additional equipment may be required. dormakaba is not responsible for providing additional equipment as end user's conditions or environment changes.
- 12. Multiple FOB Use:** it is highly recommended to test a facility with the maximum amount of FOB users at the same time to ensure proper performance of the Shelter System. If delays or performance impacts occur please contact your dormakaba Representative for recommendations.
- 13. FOB Battery:** FOBs should be regularly tested to ensure proper performance of the FOB and Lock. Battery life needs to be monitored and managed.
- 14. GATEWAY/REPEATER:**
- a. Gateways should be installed in a climate controlled and secure area.
 - b. All wiring or hardware should be in a secure area and not exposed to potential tampering.
 - c. Installation of repeater in an outside environment should be installed with the recommended water tight seal or connections.
- 15. LICENSING/REGULATIONS:**
- a. It is Customer's responsibility to obtain all necessary use permits, licenses, etc. required by the local jurisdiction for installation of any Shelter components.
 - b. If any Governmental agency requires any changes in the Shelter System originally installed, Customer agrees to pay for such changes.

DISPUTES:

Any dispute between dormakaba and Customer/Purchaser concerning the sale of any Best and/or Shelter branded products or services shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that dormakaba may commence action against Customer/Purchaser in a court of law for infringement of dormakaba's intellectual property rights. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Any claim required to be submitted to arbitration shall be made by filing a demand for arbitration within one (1) year following the occurrence first giving rise to the claim. The right and duty of the parties to resolve disputes by arbitration shall be administered exclusively by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held and the award shall be deemed to be made in the city of Indianapolis, Indiana, United States of America. Each party shall bear all of its own costs of arbitration, except that the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify these terms or to award punitive or exemplary damages, and the award may be enforced by judgment in a United States Court of Law.

LEGAL NOTICE FOR NEW JERSEY RESIDENTS:

Under the New Jersey Truth-in-Consumer Contract, Warranty and Notice ACT ("TCCWNA"), N.J.S.A. 56:12-14 et seq., consumers may not be offered any written contract which includes any provision that violates any clearly established legal right of a consumer, or responsibility of a seller, as established by state or federal law. In addition, under the TCCWNA, no consumer contract may state that any of its provisions are or may be void, unenforceable or inapplicable in some jurisdictions without specifying which provisions are or are not void, unenforceable or inapplicable in New Jersey. Therefore, the following provisions of these terms shall not be applicable to New Jersey residents: (1) in the "Exclusions" section, the provisions concerning limiting dormakaba's liability for any loss or damage are not applicable to New Jersey residents to the extent that dormakaba was negligent or has breached its obligation to Customer/Purchaser; (2) in the "LIMITATION OF LIABILITY" section, (a) the provisions concerning limiting dormakaba's liability for any loss or damage are not applicable to New Jersey residents to the extent that dormakaba was negligent or has breached its obligation to Customer/Purchaser, (b) the provision which limits the time within which claims against dormakaba must be brought, (c) the provision concerning the exclusion or limitation of certain damages is not applicable to New Jersey residents with respect to punitive damages, loss of data, and loss of or damage to property, (d) the provision concerning the indemnification by Customer/Purchaser is not applicable to New Jersey residents unless Customer/Purchaser was negligent or have breached these terms; (3) in the "COMPATIBILITY WITH OTHER SYSTEMS" subsection to the "SHELTER TERMS OF SALE & ASSUMPTIONS" section, the provisions concerning limiting dormakaba's liability for any loss or damage are not applicable to New Jersey residents to the extent that dormakaba was negligent or has breached its obligation to Customer/Purchaser; and (4) in the "Disputes" section, (a) the provision which limits the time within which claims against dormakaba must be brought, and (b) the provision concerning the exclusion or limitation of certain damages is not applicable to New Jersey residents with respect to punitive damages, loss of data, and loss of or damage to property.