



LIMITED INSTALLATION WARRANTY

eLifespaces warrants to the Owner (and if applicable, the Architect and/or Contractor) that materials and equipment furnished under the Installation Contract will be of good quality and new unless the Contract Documents require or permit otherwise. eLifespaces further warrants that the workmanship will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. eLifespaces warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by eLifespaces, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage, or conditions for exclusions listed below.

Manufacturers' warranties for materials supplied by eLifespaces and used in the Work convey to the Owner and commence with Owner's use or at the time of substantial completion. eLifespaces' labor required to repair or replace defective components under the Manufacturer's warranty will be free of charge for a period concurrent to the Manufacturer's warranty period, not to exceed twelve (12) months from the date of Owner's use or the time of substantial completion.

eLifespaces' labor required to make mechanical adjustments to the system will be free of charge for a period of ninety (90) days from the date of Owner's use or the time of substantial completion.

This limited warranty does not apply to the conditions listed below and in the event Owner calls eLifespaces for service under the Limited Warranty and upon inspection it is found that one of these conditions has led to the inoperability or the apparent inoperability of the system, a charge will be made for the service call of the eLifespaces representative whether or not he/she actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions not covered by Limited Warranty," a charge will be made for such work at eLifespaces then applicable rates for labor and material.

SYSTEMS/COMPONENTS NOT COVERED BY LIMITED WARRANTY: A. Any legacy systems and/or components provided to eLifespaces by the Owner for installation. B. Other items (if any) as may be more specifically listed in a separate Attachment.

CONDITIONS NOT COVERED BY LIMITED WARRANTY: A) Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse; B) Failure of the Owner to properly secure the electronic system devices; C) Failure of Owner to properly follow the operating instructions provided by manufacturer and/or eLifespaces at time of installation or at a later date; D) Trouble in Service Provider communications (or lack thereof); E) Trouble due to interruption of commercial power; F) Batteries; G) Ordinary maintenance and repair of system wiring due to normal wear and tear or damage by others; H) The expense of maintenance and repair due to alterations in the Owner's premises, alterations of the system made at the request of the Owner, or made necessary by changes in the Owner's premise, damage to the premise or alarm system or to any cause beyond the control of eLifespaces; I) Conditions unknown or undisclosed; and J) Cabling or cabling ports which are exposed to weather elements or higher concentrated salt air from which oxidation of the connections may occur.

THE ABOVE LIMITED WARRANTY ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COINCIDE IN DURATION WITH THE LIMITED WARRANTY PERIOD. THE EXCLUSIVE REMEDY OF THE OWNER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCE SHALL LIFESPACES, INC. BE LIABLE TO THE OWNER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY LIFESPACES, INC., THE NEGLIGENCE OF LIFESPACES, INC., OR OTHERWISE. LIFESPACES, INC.'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE SYSTEM. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU. UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW, ANY ACTION AGAINST LIFESPACES, INC. IN CONNECTION WITH THE SYSTEM MUST BE COMMENCED WITHIN 90 DAYS AFTER THE CAUSE OF THE ACTION HAS ACCRUED. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FITNESS OF US ARE HEREBY DISCLAIMED AND EXCLUDED.

LIMITATIONS OF LIABILITY - IN NO EVENT SHALL LIFESPACES BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY PURCHASER, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES HOWEVER CAUSED, WHETHER OR NOT LIFESPACES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY, WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST PURCHASER. LIFESPACES ASSUMES NO OBLIGATION OR LIABILITY OF ANY KINDS WITH RESPECT TO INFRINGEMENTS OF UNITED STATES OR FOREIGN PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER PROPERTY RIGHTS ARISING OUT OF PURCHASER'S PURCHASE, USE OR POSSESSION OF LIFESPACES' PRODUCTS.

This Warranty is extended only to the original Owner of the system and may be enforced only by such person.