

Manufacturer's Limited Lifetime Warranty and Limited Liability Disclosure

What is Covered: Defcon Products, LLC. ("Defcon") warrants that the Products manufactured by Defcon, identified below, and sold under its trade names "TeacherLock" or "SaberLock" is free of defects in materials and workmanship as outlined below. The sole and exclusive liability of Defcon 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 Defcon.

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 the life of the product subject to the following limits and exclusions.
TEACHERLOCK SYSTEM, SABERLOCK SYSTEM

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 Defcon Product Support (978)286-8855 covering specific items and quantities within thirty (30) days from the discovery of the alleged defect(s). Defcon 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; Defcon will, at its sole option, repair or replace the Product, and return it or its replacement to the purchaser, with charges only for shipping. Defcon reserves the right to deny any and all warranty claims in its sole discretion and without recourse.

Exclusions: This warranty specifically excludes, and Defcon 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 or routine testing.
- e) Work performed by someone other than an Authorized Defcon technician.
- f) Failure to follow Defcon's operating instructions, maintenance instructions, or service bulletins.
- 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 Defcon.
- 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) Defcon 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 Defcon's prior written approval.
- j) The Anodize 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.
- k) This warranty does not cover any post sales technical support.
- l) Normal and ordinary wear and tear.
- m) Failure due to excessive use or failure for uses for which the product is not intended.

Third Party Warranty: Except as otherwise provided above, Defcon makes no warranty, express or implied, with regard to third party hardware 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 third party Products. However, Defcon agrees to pass through any third party warranty that Defcon 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.

DEFCON MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE TEACHERLOCK SYSTEM MAY NOT BE COMPROMISED, OR THAT THE TEACHERLOCK SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

LIMITATION OF LIABILITY

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

DEFCON 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 TEACHERLOCK SYSTEM. THEREFORE, IF LIABILITY IS IMPOSED ON DEFCON, 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 DEFCON'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS OF DEFCON UNDER THIS WARRANTY OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF DEFCON, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

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

DEFCON 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 MASSACHUSETTS WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. DEFCON 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 DEFCON, 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 TEACHERLOCK SYSTEM, OR THE IMPROPER OPERATION OF THE TEACHERLOCK SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE TEACHERLOCK SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY DEFCON, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR PROPERTY DAMAGE.

DEFCON 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 TEACHERLOCK SYSTEM. CUSTOMER SHALL BE RESPONSIBLE FOR CREDITING DEFCON THE FULL AMOUNT OF ANY SUCH FINE OR PENALTY THAT IS ASSESSED AGAINST DEFCON FOR SUCH FALSE ALARM ISSUED BY CUSTOMER.

DEFCON SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY FINES, PENALTIES, OR COSTS ASSOCIATED WITH BUILDING OR FIRE CODES ENFORCED IN ANY JURISDICTIONS

TEACHERLOCK TERMS OF SALE & ASSUMPTIONS

1. COMPATIBILITY WITH OTHER SYSTEMS

- a. While the TEACHERLOCK components may be compatible with third party products, Defcon recommends that you work with your third party integrator to determine compatibility and performance of the finished system. Defcon shall have no liability or obligation for additional products or services provided or delivered by a third party.

2. ACCESS CONTROL

- a. The TEACHERLOCK SYSTEM was not designed to serve as Customer's overall access control system to lock and unlock doors on a regular basis. Defcon shall not be held liable for Customer's misuse of the TEACHERLOCK SYSTEM.
- b. Typical lockdown response time varies in each installation and certain conditions could impact this delay.

3. OPEN DOOR: The TEACHERLOCK 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 prevent the door from being closed and locked.

4. RIGHT OF EGRESS:

- a. The TEACHERLOCK SYSTEM has been designed to prevent entry into a room when a threat is present, however, the inside lever of the TEACHERLOCK will not lock which will allow for a right of egress at all times.

5. 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.

6. TRAINING, TESTING, USE, DRILLS

- a. Frequent testing and training of the TEACHERLOCK SYSTEM is strongly recommended.
- b. Any changes to building construction or layout should be followed up with proper testing.
- c. Any further addition of third party devices should be followed up with the proper testing of TeacherLock.
- d. Any changes in staff or personnel who are holders of a TeacherLock KEY should be followed up with proper testing and training.
- e. Once a door is locked it can 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.
- f. Testing and training may result in the need for additional products, keys, or maintenance.
- g. As conditions to the end user's environment changes, additional equipment may be required. Defcon is not responsible for providing additional equipment as end user's conditions or environment changes.

7. 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 TEACHERLOCK components.
- b. If any Governmental agency requires any changes in the TEACHERLOCK SYSTEM originally installed, Customer agrees to pay for such changes.
- c. The Customer is solely responsible for costs associated with non-compliance with building and fire codes or other regulations including, but not limited to, costs to repair, restore, or remedy non-compliant installations.
- d. Under no circumstances may product be returned due to non-compliance with building and fire codes, or other regulations. It is the Customer's responsibility to ensure that TEACHERLOCK may be legally installed in the Customer's jurisdiction.