

EMS Warranty & Returns Procedure

This Return and Warranty Policy applies to EMS fire and security products and services purchased directly from Electronic Modular Services Ltd. ("EMS").

As all policies herein are subject to change, please check our website at www.emsgroup.co.uk

If you have questions about this policy, please contact our Customer Service department for the latest policy.

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

Returning EMS Products:

Before you can return any product to EMS, you must obtain a return material authorization (RMA). This applies to all product returns, including warranty repair/replacements, non-warranty repairs, advance replacements, and credit returns.

To obtain an RMA for technical or operational reasons, contact the EMS Technical Support Department. Following a technical assessment, an RMA will be issued, if required, subject to the Warranty/Non-Warranty/Repair terms listed in this document.

To obtain an RMA for product return for credit, contact the EMS Customer Service Department, and have the product and the following information ready:

- Original PO number (not required for VAR/Key Account partners)
- SKU/part number
- Ident/serial number

Customer Service will provide you with an RMA number and an RMA acknowledgment form that confirms your request.

Once you have the RMA, repackage the product appropriately (see section entitled "Packaging your shipment") and attach the RMA acknowledgement form on the outside of the package. Then send the product to the EMS Returns Department at our Herne Bay address.

All products must be returned carriage prepaid within 30 days of obtaining an RMA. We reserve the right to cancel the RMA after 30 days. If you fail to return the product within the 30 days, please contact Customer Service to get a new RMA.

We will not accept unauthorised returns or freight collection returns; we will return these to you at your expense.

If a returned product contains parts that are no longer available or repairable, we will contact you to discuss resolution and return of the material.

The Repairs Department will evaluate all equipment returned for repair to determine warranty coverage and will resolve any questions that may arise during evaluation to make a final determination.

Note: VAR and Key Account return and warranty policies may vary. Consult your EMS agreement, if applicable, or contact your local EMS sales representative for details.

Warranty Repair/Replacements:

Subject to the terms of the limited warranty in effect at the time of purchase (as set forth in the EMS Radio Fire and Security Systems Ltd Terms and Conditions of Sale, available at www.emsgroup.co.uk), EMS will repair or replace a product that fails to meet the terms provided within the product's warranty period. EMS reserves the right to replace any product under warranty with new, refurbished or remanufactured product. For product purchased directly from EMS by a dealer or an integrator, the warranty period starts from either a) the date of shipment from EMS' facility (point of origin) or b) the manufacturer's date code (if the shipment date is unknown). Except for software products (which shall be treated as if purchased directly

from EMS for purposes of determining the start of the warranty period as set forth in the immediately preceding sentence), for product purchased from an authorised EMS distributor by a dealer or an integrator, the warranty period starts from the date the product is purchased by the dealer or integrator. Warranty periods vary based on product category and type of equipment, as shown in Table 1 entitled "Product warranty periods" below.

We will return equipment or ship replacement equipment via the same incoming ship method at no additional charge. If you request a different return ship method, we will charge for the full shipping cost.

Non-warranty Repairs:

Non-warranty repairs are granted an extended warranty of 90 calendar days from the date of shipment for all products except for fire products, which are granted an extended warranty of one year from the date of shipment.

Buyer will be charged for all repairs and shipping costs for non-warranty equipment. For all non-warranty repairs, EMS will provide a repair estimate that includes charges for parts, labour (in half-hour increments) and shipping. You may pay for non-warranty repair charges by purchase order or credit card.

Advance Replacement:

Advance replacement products are new, refurbished or remanufactured products at EMS' discretion and carry a full original equipment warranty. EMS will send advance replacement product to replace defective equipment that has failed upon initial install for up to 365 days. We will ship advance replacements via ground the next business day.

Our repair department will evaluate the returned product to determine whether it is a warranty or non-warranty. If we determine that the returned product is in good working order or that performance issues were due to improper installation, misuse, abuse, or other user-related causes, we will invoice you accordingly, and we will return such product to you at your expense.

The defective product shall be returned within 30 days of receipt of the replacement part being received. Should the defective part not be returned within this period, we will charge for the part and the shipping costs.

If the defective product is part of a kit, you shall return only the defective product (i.e., you shall not return the remainder of the kit) and we will replace only the defective product through advance replacement.

Note: Advance replacement is not available for custom, special or nonstandard products.

Credit Returns:

No returns for credit will be accepted unless you have obtained a RMA as described in the section entitled "Returning EMS products". EMS will credit new, standard production items that are unused and in the original unopened shipping cartons for a period of 45 days from the original date of shipment; however any returned product is subject to a 5% restocking fee. Products returned opened are subject to a 25% restocking fee. Returns for credit beyond 45 days from original shipment date will be denied.

Products purchased as part of a kit must be returned in their entirety (i.e., the entire kit must be returned, not separate parts) to receive credit.

Credit is not available for custom, special or non-standard products.

You must use credit within one year of the date of issue. All returns are subject to EMS inspection and approval.

Limited Warranty:

A. EMS warrants that its products are free from defects in workmanship and materials, and will conform to EMS's published specifications, subject to the terms of this limited warranty. With respect to any product furnished by EMS, the foregoing shall apply only to meet said warranty that appear within the applicable warranty period set forth in Table 1 of this Return and

Warranty Policy Statement. The warranty is given only to the original purchaser and does not extend to any other party. EMS is not responsible for conditions or applications over which EMS has no control. Defects or problems as a result of such conditions or applications are not the responsibility of EMS. Such conditions include normal wear and tear; catastrophe; fault or negligence of the user or a party other than EMS; improper installation, application, storage, maintenance, or use of products; other causes external to products; or failure to conform to any applicable recommendations of EMS. The warranty does not cover, and EMS does not warrant, batteries of any type used in connection with other products furnished. To the extent that any product includes firmware, whether included in a product furnished hereunder or provided separately, EMS warrants that such firmware will, at the time of delivery by EMS and for a period of 90 days thereafter, conform in all material respects to EMS documentation relating to such firmware.

B. If any product fails to meet the limited warranty, EMS shall, at its option, correct any such failure by repairing any defect or damaged parts of damaged products, or make available, CPT shipping point, any necessary repaired or replacement parts. EMS reserves the right to replace any product under warranty with new or remanufactured product. EMS will not be responsible for any costs (including labour cost) associated with the removal, disinstallation or reinstallation of products incurred by the original purchaser or any other party. The repaired or replaced products will be warranted under the terms of the limited warranty for the balance of the term of the warranty or for 12 months, whichever is longer. For any warranty claim, purchaser / buyer should contact customer service and request authorization to return the product.

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 non-performance of any product, 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 EMS in connection with such exclusive remedies shall

terminate, and purchaser / buyer shall have 30 days after the warranty period to give written notice of any defects, failures, malfunctions, or other performance or non-performance issues that appeared during the warranty period. In no event shall EMS be liable for incidental, indirect, special or consequential damages. To the fullest extent permissible by law, 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 PARTICULAR PURPOSE SHALL APPLY.

Table 1: Product Warranty Periods

FireCell	Control Panels	3 years
	Wireless Infrastructure	5 years
	Wireless Bases	5 years
	Wireless Networking	5 years
	Detector	5 years
	Call Points	1 year
	Call Point Wireless Bases	5 years
	I/O Devices	3 years
	Audio Visual Wireless Bases	5 years
	Audio Visual Alarm Devices	1 year
IRIS	Fusion Hardwired Devices	5 years
	Survey Equipment	1 year
	Paging Equipment	1 year
	Aerials	1 year
	Receivers	5 years
	Range Extenders	5 years
	Transmitters	5 years
	Pager Receivers	1 year
	Antennas	1 year