

THIRD MILLENNIUM SYSTEMS LIMITED

GENERAL WARRANTY POLICY

**GENERAL TERMS and CONDITIONS**

01. This GENERAL WARRANTY POLICY ("Warranty Policy") sets forth the terms and conditions governing radio frequency identification ("RFID") access control reader products, or such products or services as identified (together "Goods") as manufactured or supplied by THIRD MILLENNIUM SYSTEMS LIMITED (the "Company") or such Goods supplied by proxy under an agreed contract of sale. These conditions shall form part thereto of the "CONDITIONS OF SALE" (available on request) together with a bona fide purchase order agreement between the party with whom the Company contracts (the "Buyer"). Unless otherwise agreed in writing these conditions shall remain applicable to all Goods supplied under contract of sale.

The terms and conditions of this Warranty Policy are subject to change without notice and shall be effective from the date and version of this document as applicable. The Company warrants that Goods subject to this Warranty Policy will be free from substantive defects in materials and workmanship, and shall conform substantially to the design requirements and intended use of the Goods, or such conditions or specifications as agreed by written contract and conditions of sale, and shall be in effect from the date of despatch of the Goods and for a period of time as described herein.

- 01. This Warranty Policy is not transferable.
- 02. Any Goods supplied under a previous Warranty Policy which was in effect on the date of purchase, shall remain valid for the period of time as stated in that Warranty Policy, and to which formed part of the contract of sale.
- 03. This Warranty Policy does not affect your statutory rights.

**02. WARRANTIES**

01. Subject to the terms and conditions herein, Goods purchased shall be subject to a warranty duration period (see footnotes) as classified in *TABLE 1*.

TABLE 1	
CLASSIFICATION	GENERAL PRODUCT DESCRIPTION ( see footnotes )
RFID	Access control readers <sup>(1)</sup>
RFID	Access control readers with KEYPAD function <sup>(2) (7)</sup>
RFID / BIOMETRIC	Access control readers with FINGERPRINT VERIFICATION <sup>(3)</sup>
CREDENTIALS	RFID credentials <sup>(4)</sup>
HARDWARE	Other devices or products as may be defined <sup>(5) (6) (8)</sup>



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02. Subject to normal use of the product and notwithstanding normative tolerances of design and manufacture, the Company shall warrant and indemnify the Buyer against faulty operation or defects in workmanship within the time period indicated herein - and shall repair, replace or offer a refund of faulty Goods. Such provision is on condition the Buyer makes contact with the Company to obtain an official *Returns Authorisation Number (RAN)* and shall agree and adhere to the procedure governing the return of Goods – see **RETURNS AUTHORISATION (RAN) Procedure** – later in this document.
03. The Company's liability in respect of any defect in or failure of Goods supplied or work done (which expression shall, without prejudice to its generality, include all work carried out, or in connection with the design, testing, manufacture, installation, repair or servicing of any Goods) is limited to replacing or repairing said Goods within the Warranty Period, or offering a refund of the purchase value of the Goods. The Company's liability in respect of any direct or consequential loss or damage sustained by the Buyer as a result of any such fault or failure of the Goods shall not exceed the price of the Goods in respect of which the fault was discovered.
04. This Warranty Policy shall be void if any Goods returned shows signs of damage caused by:
  01. accident, bad maintenance, improper installation or handling, misuse of the Goods or malicious action;
  02. defects or damage suggestive of interference intent to the electronics, encasement or product enclosure, or any attempt at unauthorised investigation or repair, and which by consequence rendered the Goods faulty;
  03. supplemental or ancillary equipment (not supplied by the Company) as may be fitted or installed by the Buyer, and used in conjunction with or attached to the Goods, and which by direct or indirect action rendered the Goods faulty.

**03. BREACH of WARRANTY**

01. The Company shall not be liable for a breach of warranty if:
  01. a defect is attributable to an act of omission by the Buyer of information (or any third party acting on behalf of the Buyer) to which there was failure to disclose requirements or specifications of design, operation, installation or such miscellany which would require a change to an agreement in contract between the Company and the Buyer in the supply of Goods;
  02. a defect is attributable to the Buyer making use of the Goods for which they were not intended.

**04. GOVERNING LAW**

01. The proper law of all contracts with the Company shall be English Law which shall govern in all respects the construction and effect of such contracts and of these Conditions. The Buyer agrees that in the event of any dispute arising out of the Contract or the performance thereof, the Buyer will submit to the jurisdiction of the English Courts.

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**05. FORCE MAJEURE**

The Company shall not be liable to the Buyer or deemed to be in breach of contract by reason of delay in the supply of Goods, or failure to perform any obligations in relation to any terms subject to contract if the delay or failure to perform is due to any act beyond the reasonable control of the Company, including but without any limitation, any Act of God, explosion, fire, flood, war, act of terrorism or threat thereof, or prohibitions or measures of any kind of any government or local authority relating to the control and governing of import or export regulations, or embargoes, lock-outs, industrial action or strikes, or jurisprudence.

**06. RETURNS AUTHORISATION NUMBER (RAN) Procedure**

01. In the event of the Buyer wishing to return Goods under this Warranty Policy, the Buyer MUST first, and in all instances, inform the Company and obtain a **RETURNS AUTHORISATION NUMBER** ("RAN") document. This document is to be completed, signed and returned to the Company before any further action may be taken.
02. The Buyer must then return the Goods (carriage paid) to the Company with the RAN clearly marked on the package and within thirty (30) calendar days of the issuance of an applicable RAN.
03. Any Goods taken delivery of by the Company which do not have an applicable RAN shall be returned to the Buyer. The Buyer may be charged accordingly for handling, post & packing.
  01. Any Goods subsequently delivered again to the Company, will be accepted only if the RAN is clearly marked AND remains within the time period of thirty (30) calendar days of the issuance of the applicable RAN
  02. If the Goods to be returned are outside the time period for their return – a new RAN must be sought by the Buyer.
04. The Company accepts no liability for any loss or damage to Goods as a result of mishandling during transit.
05. Following receipt of the Goods (with a valid RAN reference) the Company will evaluate, and if necessary, investigate the returned Goods such to determine if the Warranty Policy is valid. If applicable, the Company shall take the appropriate corrective action as described in the TERMS and CONDITIONS herein.

**07. CHARGES - RETURNS AUTHORISATION PROCEDURE**

01. The Buyer shall agree to pay to the Company a minimum charge of £15.00 (Pounds Sterling) plus carriage (plus V.A.T., when applicable) **PER UNIT** returned which is found not to be defective, or is not covered by this Warranty Policy or to which the Warranty Policy has expired. Following settlement of a charge (or written agreement thereto) any such Goods found not to be faulty, will be returned to the Buyer.



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**08. PRODUCT RETURNS - PROPERTY and POSSESSION**

01. Goods received by the Company, under this Warranty Policy, and to which have either been replaced or refunded to the value of the original purchase price, shall NOT be returned to the Buyer, and shall become the property and possession of the Company.

**09. ORDER SPECIFICATIONS**

01. Without limitation, all samples, specifications, drawings or other descriptive matter as may be included in advertising promotions, catalogues, brochures, datasheets, web sites or other publications, are issued for the sole purpose of providing a representation of such Goods or products to which they are attributed, and DO NOT form part of a contract of sale. All such specifications are subject to change without notice.
02. The Company remains at all times the owner or licensee (when applicable) of any specifications and any intellectual property rights arising out of the contract of sale including, without limitation, all copyright, registered or unregistered design rights, trademarks and patents (if applicable).
- All design rights, trademarks and patents remain the sole property of their respective owners.

**10. EXCLUSIONS / SPECIAL CONDITIONS**

01. Goods supplied under a 'SALE or RETURN' agreement shall not be covered by this Warranty Policy unless and until such agreement is formalised with a bona fide contractual purchase order between the Buyer and the Company.
01. Subject to contract any Goods supplied to the Buyer under a 'SALE or RETURN' agreement shall remain the property of the Company.
02. At the discretion of the Company, the Buyer may be liable for damage caused to Goods which are supplied under a 'SALE or RETURN' agreement. Such liability shall not exceed the purchase value of the Goods (including V.A.T., when applicable).
03. Use of Goods supplied under a 'SALE or RETURN' agreement are used solely at the Buyer's own risk. The Company shall not be liable to the Buyer in respect of any direct or consequential loss or damage sustained by the Buyer as a result of any such fault or failure of the Goods supplied, or if Goods are used for which they were not intended.
02. As part of a service agreement between the Company and Buyer, any Goods supplied may include (without limitation) unreleased development hardware, software, documentation, specifications or such miscellany which forms part of the design and/or manufacturing process, and which are provided to the Buyer for review, trial or testing. Such provision of Goods shall not be covered by this Warranty Policy, and are used solely at the Buyer's own risk.

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FOOTNOTES

- (1) RX1 SERIES; RX2 SERIES; RX3 SERIES; RX4 SERIES; RX5 SERIES; RX5M SERIES; RXU SERIES - styled RFID Proximity readers: Third Millennium designated LED logo – offer 5-year limited warranty period.
- (2) RX1K SERIES; RX3K SERIES – styled RFID Proximity readers: Third Millennium designated LED logo – offer 5-year limited warranty period of RFID electronics. NOTE: The operational function of the KEYPAD is restricted to 12 months limited warranty period.
- (3) RX6 SERIES – styled RFID Proximity reader with FINGERPRINT VERIFICATION: Third Millennium designated LED logo – offer 12 months limited warranty period.
- (4) 125 kHz; 13.56 MHz - RFID cards / tags / keyfobs – offer 12 months limited warranty period.
- (5) RXswitch – styled multiple card input interface - offer 5-year limited warranty period.
- (6) OC1 – styled interface: Third Millennium designated LED logo (circles) – offer 12 months limited warranty period.
- (7) RXSK – styled RFID Proximity reader with vandal resistant keypad – offer 12 months limited warranty period.
- (8) Connection cables / wiring systems – offer 12 months limited warranty period.



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