

Warranty

PLATFORMATICS, Inc. (“PLATFORMATICS”) warrants that its product sold hereunder will, for 12 months from the date the product is manufactured by PLATFORMATICS, be free and clear of all liens and encumbrances and will be free from defects in material and workmanship and will conform to PLATFORMATICS’s applicable specifications. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. PLATFORMATICS shall not be liable for any incidental or consequential damages, losses, or expenses, directly or indirectly arising from the sale, handling, or use of the products or from any other cause relating thereto and PLATFORMATICS’s liability hereunder, in any case, is expressly limited to the replacement (at PLATFORMATICS’s option) of products not complying with this warranty or, at PLATFORMATICS’s election, to the repayment or crediting of buyer with an amount equal to the purchase price of such products whether such claims are for breach of warranty or negligence. No representation or warranty, expressed or implied, made by any sales representative, or other agent or representative of PLATFORMATICS which is not specifically set forth herein shall be binding upon PLATFORMATICS. This warranty extends only to direct customers of PLATFORMATICS and does not include customers of the buyer.

In the event the material to be furnished hereunder is claimed to be defective, PLATFORMATICS shall be given ample opportunity for inspection or, upon request, shall be furnished with a sample of such material. PLATFORMATICS shall be liable only to replace defective products or to allow credit for such products at PLATFORMATICS’s option and shall not be liable for any transportation or installation charge, fabricating or other expense or for any loss or damages of any kind, whether arising from delay, breach of warranty or any other cause whatsoever. All materials shall be furnished subject to the PLATFORMATICS’s standard manufacturing and commercial variations and practice. Any claim must be made within the warranty coverage period. The buyer shall set aside, protect and hold such goods without further processing until PLATFORMATICS has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked or scrapped by the buyer without the express written authorization of PLATFORMATICS.

Extended Limited Lifetime Warranty (10 Years)

PLATFORMATICS, Inc. (“PLATFORMATICS”) will extend the product hardware and software warranty up to 9 years (for a total of 10 years) when products are used in a system with a PLATFORMATICS MONITORED REMOTE CARE SERVICE (MRCS) contract. Conditions apply. Each product used within an MRCS system is covered by a Limited Lifetime Warranty. The product must be part of a Platformatics Area Controller covered by the MRCS Master or Secondary contract. All hardware and software warranty terms apply for years 2-10 with the following conditions: 1. at the start of year 6, hardware and software replacement credit will be discounted by 20% per annum; 2. Hardware and Software products must have been covered by a

continuous Managed Remote Care Service contract. This coverage extends to emergency nodes built and sold by the PoE Fire, Life and Safety Company.

The PLATFORMATICS, Inc. Extended Limited Lifetime Warranty does not apply to third party products used in the delivery of a Platformatics Monitored Remote Care Service system.

EXCLUSION OF WARRANTIES

Unless considered unenforceable or unlawful under applicable law: ALL IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS OR SERVICES SOLD BY PLATFORMATICS TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. THE LIABILITY OF PLATFORMATICS, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT OR SERVICE, SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL

DAMAGES OF ANY KIND AND SHALL BE EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT (AT PLATFORMATICS'S SOLE OPTION) OF THE PRODUCTS OR SERVICES NOT COMPLYING WITH THIS AGREEMENT OR AT PLATFORMATICS'S ELECTION, TO THE REPAYMENT TO OR CREDITING OF CUSTOMER OF AN AMOUNT EQUAL TO THE ORIGINAL PURCHASE PRICE OF SUCH PRODUCTS OR SERVICES. PLATFORMATICS DOES NOT MAKE ANY WARRANTY OR REPRESENTATION THAT ANY OF THE PRODUCTS OR SERVICES MEET ANY SAFETY CODE OR ANY OTHER CODE OR REQUIREMENT OF ANY COUNTRY IN THE TERRITORY EXCEPT AS SET FORTH ON THE PRODUCT OR SERVICE OR IN THE PLATFORMATICS WRITTEN WARRANTY.