



PERIMETER SECURITY PRODUCTS
DIVISION OF SPIRIT OF AMERICA CORPORATION
265 East Bell Drive, Ste F
WARSAW, IN 46582
1-800-860-2855

Statement of Exclusive 12-month Limited Warranty

The warranties provided by Perimeter Security Products ("Company") in this Statement of Exclusive 12-month Limited Warranty apply only to Products delivered by the Company to you upon purchase for your use, and not for resale, unless expressly agreed to by the Company. The term "Product" means a Company sold product, its features, conversions, upgrades, elements, or accessories, or any combination of them. NOTHING IN THIS STATEMENT AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

Warranty Coverage

The Company warrants to the original purchaser that the Products will be free from defects in materials and workmanship for 12 months from the original Date of Delivery ("Warranty Period"). The date on your invoice or sales receipt is the Date of Delivery unless the Company informs you otherwise. During the Warranty Period, the Company will, at its option: (1) provide replacement parts necessary to repair the Products, (2) replace the Products with a comparable product, or (3) refund the amount paid by you for the Products, LESS DEPRECIATION, upon return. Any replacement parts or Products will be new or serviceably used, comparable in function and performance to the original part or Product, and warranted for the remainder of the Warranty Period or thirty (30) days from the date of shipment of the replacement part or Products, whichever is longer. Any replacement parts or Products will be shipped free of charge, F.O.B. plant, USA. Purchasing additional parts or Products from the Company does not extend this Warranty Period.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, THE COMPANY UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THE COMPANY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS AND NEITHER THE COMPANY NOR ANY COMPANY AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, HOLD HARMLESS, OR INDEMNIFY YOU FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY YOU ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE PRODUCTS.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

What is Not Covered by the Warranty

This limited warranty covers normal use of the Products and the Company does not warrant and is not responsible for:

- (1) Damage caused by failure to provide a suitable installation or operating environment for the Products and/or accessories;
- (2) Damage caused by a power surge or a disaster such as fire, flood, wind, earthquake, or lightning;
- (3) Damage caused by unauthorized attachments, alterations, modifications or foreign objects;
- (4) Damage caused by accessories;
- (5) Damage caused by the use of the products or accessories for purposes other than those for which they are customarily used;

- (6) Damage from improper installation or maintenance;
- (7) Damage, malfunction, or defect caused by any other abuse, misuse, mishandling, negligence, accident or misapplication;
- (8) Accessories or other products or services of companies other than the Company; or
- (9) Color fade or any appearance of the surface.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "COMPANY AFFILIATES") BE LIABLE UNDER ANY CIRCUMSTANCE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, YOUR TIME, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY YOU TO THIRD PARTIES, EVEN IF THE COMPANY OR ANY OF THE COMPANY AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

IN NO EVENT SHALL THE COMPANY OR ANY COMPANY AFFILIATE BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY YOU HEREUNDER. YOUR SOLE REMEDY AGAINST THEM IN ANY DISPUTE UNDER THIS AGREEMENT SHALL BE TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID, UPON THE PAYMENT OF WHICH THEY SHALL BE RELEASED FROM AND DISCHARGED OF ALL FURTHER OBLIGATIONS AND LIABILITY TO YOU.

Miscellaneous

Both you and the Company consent to the application of the laws of the State of Indiana to govern, interpret, and enforce all of your and the Company's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement, without regard to conflict of law principles.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

April 13,2020