

### Standard Warranty Offered by:

All purchases made in the E.U. are granted a Limited Warranty and this Limitation of Liability is stipulated for the benefit of Europe Home Security Limited, Europe Home Security Limited, Unit 16, Leeway, Leeway Industrial Estate, NEWPORT, GWENT, NP19 4SL, UNITED KINGDOM

### What the Warranty covers

1) Europe Home Security Limited ("EHS") warrants to the purchaser ("customer") that the Device sold by EHS, will be free from defects in workmanship and materials under normal use ("Defects") for a period of one ("say 1") year from the date that the Device was first purchased by the customer ("Warranty Period").

During the Warranty Period the Device will be repaired or replaced at the choice of EHS ("Limited Warranty") without charge to you for either parts or labour. This Limited Warranty covers the replacement of the device only. If the device is repaired after the Warranty Period has expired, the Warranty Period for the repair will expire six ("say 6") months after the date of repair.

### What the Warranty does not cover

2) The Limited Warranty does not apply to normal wear and tear or does not apply when the Device is opened or repaired by someone not authorized by EHS and does not cover repair or replacement of any Device or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, noncompliance with the instructions supplied with the Device, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Device. This Limited Warranty does not cover any software that may accompany or be installed on the Device. The Limited Warranty does not cover the installation, removal or maintenance of the Device or any costs related herewith.

# How to make a warranty claim

3) In order to make a claim of a Defect, you must complete Returns Form; please visit the <u>www.EuropeHomeSecurity.com</u> Site Map to obtain the appropriate document. You must return the Device during the Warranty Period, along with a completed Returns Form detailing the Defect, to the address provided on the Form. If a defect arises and a valid claim under this Limited Warranty is received by EHS after the first one hundred and eighty (180) days of the Warranty Period, EHS is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the Device. You must comply with any other return procedures stipulated by EHS, if any.

# YOUR LEGAL RIGHTS

4) Some countries may not allow the exclusion or limitation of damages. If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect.

5) This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.

6) Except for the Limited Warranty and to the maximum extent permitted by applicable law, EHS and its suppliers provide the Device, "as is and with all faults", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Device, and the provision of or failure to provide support or other services, information, software, and related content through the Device or otherwise arising out of the use of the Device. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the Device. This exclusion does not apply to (i) any implied condition as to title and (ii) any implied warranty as to conformity with description.

7) This Limited Warranty does not affect any legal rights under applicable national legislation governing the sale of consumer goods.

8) This Limited Warranty cannot be transferred to any other person.

# Limitation of Liability:

9) Neither EHS nor its suppliers shall be liable to you or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Device even if EHS has been advised of the possibility of such damages.

10) Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of EHS and any of its suppliers shall be limited to the amount actually paid by you for the Device.

11) EHS shall not be liable for (i) any fraud on the part of its employees and/or agents; or (ii) any fraudulent misrepresentation on the part of its employees and/or agents.

12) Notwithstanding the above, neither party's liability for death or personal injury resulting from its own negligence shall be limited.