



## STANDARD LIMITED WARRANTY

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### 1. THE WARRANTY

Havis, Inc. ("Havis") warrants to purchaser ("Customer") that all products sold to Customer that have been manufactured by Havis ("Products") and all accessories to such Products manufactured by Havis ("Accessories") will be free from defects in material and workmanship under normal use and service. Items not covered include damage from intentional acts, fire, acts of God (hurricanes, etc.) loss, theft, cosmetic wear not affecting functionality, and modification by anyone other than an authorized Havis representative. This warranty does not guarantee forward compatibility for any Havis product sold. The above is subject to the terms and conditions set out below (this Warranty is hereinafter described as the "Warranty"). For all other products and components supplied and/or distributed by Havis ("Components"), Havis will pass through all applicable warranties directly to Customer whenever the manufacturer of such Components permits. Havis provides no direct Warranty with respect to Components.

### 2. LENGTH OF WARRANTY

Havis will be obligated to honor the Warranty only if Customer informs Havis of Customer's problem with the Products or Accessories during the ("TERM") of the Warranty. The Warranty is valid for the TERM and the TERM is dependent on the product category as defined below. Warranty start date is determined from the date of shipment of Products and Accessories from Havis to Customer. Product TERM Lengths are as follows:

- **Mounting Solutions – Lifetime.** Havis Mounting Solution Products (items that do not contain electrical components/boards) are warranted against defects in materials and workmanship for the life of the mounting product. Havis's Lifetime Warranty covers the mount or its components only. The mounted device (i.e. Docking Station, Universal Laptop Mount Tray, ChargeGuard<sup>®</sup> Auto Shut-off Timer, Rugged Communications Hub & IdleRight<sup>®</sup> Fuel Management System) is not covered under the Lifetime Warranty. The Mounting Products will not be replaced if damaged due to improper installation.
- **Computing Solutions – 3 Years** (docking stations, universal laptop mounts, expansion hubs)
- **Power Management Solutions – 3 years** (ChargeGuard<sup>®</sup> Auto Shut-off Timer, IdleRight<sup>®</sup> Fuel Management System)
- **Transport Solutions – 3 years** (Prisoner and K-9 transport)
- **Lighting Solutions:**
  - All telescoping pole mounting brackets and clamps – Lifetime and are covered by the mounting solution TERM above.
  - All Havis lighting fixtures are warranted against manufacturing defects for two years with the following exceptions:
    - o All halogen lamps/bulbs are not warranted
    - o All electronic ballasts 5 years warranty
    - o All HID lamps/bulbs 3 years warranty

### 3. SOLE REMEDY

Havis's sole liability for any breach of the Warranty will be to: (I) replace or repair any defective and/or non-functioning portion of the Products or Accessories; or (II) if in Havis's sole discretion the above remedy is impractical, to refund the fees paid for the defective products or accessories. Prior to receiving a replacement or refund of any products or accessories, customer must return to Havis the defective products or accessories.



#### **4. WARRANTY DISCLAIMERS**

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES MADE BY HAVIS, THE PRODUCTS, ACCESSORIES AND COMPONENTS ARE PROVIDED STRICTLY "AS IS," AND HAVIS MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCTS, ACCESSORIES AND COMPONENTS PROVIDED HEREUNDER. IN PARTICULAR, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

#### **5. TERMS AND CONDITIONS**

Damage due to abuse, accident, mishandling, misuse, modification, or misapplication, cancels all of Havis's obligations under the Warranty. Repair of any Product or Accessory by any party other than Havis will invalidate the Warranty.

#### **6. SHIPPING REQUIREMENTS**

Upon notifying Havis of a Warranty related claim, Havis will, if appropriate, provide a return material authorization number ("RMA"), for the return of the Product and/or Accessories. If supplied to Customer, Customer will complete the RMA and return it to Havis along with the defective Product or Accessory, transportation and insurance costs prepaid, to Havis at the address noted below. Havis is not responsible for loss or damage, which may occur in transit. Havis will ship the repaired or replaced products and/or Accessories to the source by UPS Ground unless the customer provides additional payment to offset express shipment charges.. All Products and Accessories must be shipped in their original shipping containers or other solid and durable shipping container. Failure to return the defective Product or Accessory to Havis or to otherwise follow these procedures will invalidate the Warranty.

#### **7. ADDITIONAL TERMS**

(i) The agents, dealers and employees of Havis are not authorized to make modifications to this Warranty, or additional warranties binding on Havis about or for Products, Accessories or Components. Additional statements, whether oral or written, except signed written statements from an officer of Havis, do not constitute warranties and should not be relied upon.

(ii) Regardless of any other agreement between the Customer and Havis this Havis Limited Warranty will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

(iii) This Havis Limited Warranty constitutes the entire understanding between the parties with respect to the subject matter discussed herein and supersedes any prior discussions, negotiations, agreements and understandings.

(iv) No assignment of the Warranty or of any right or obligation under the Warranty will be made by Customer without the prior consent of Havis. Any assignment of the Warranty without such permission will invalidate the Warranty. Failure to provide proof of purchase to Havis upon request will invalidate the Warranty.



## **8. COMPANY INFORMATION AND RETURN INFORMATION**

All returns for warranty service and concerns, regarding this warranty or otherwise, should be made to:

### **Mounting, Docking, Power Management:**

Attention: RMA Coordinator

Havis, Inc.

47801 Anchor Court

Plymouth, MI 48170

Phone: (734) 656-4100

### **Consoles, Transport & Lighting**

Attention: RMA Coordinator

Havis, Inc.

75 Jacksonville Rd.

Warminster, PA 18974

Phone: (215) 957-0720