

# **Limited Warranty**

# Domestic Equipment

# NOTE: All warranty periods begin on the Code Blue invoice date.

Code Blue warrants to the original purchaser (Buyer), for the warranty period listed below, that under normal use and service after proper installation the Code Blue products listed below and purchased from Code Blue or its authorized dealer(s) shall be free from manufacturing defects of material and workmanship:

# **Product Warranty Periods**

- Code Blue Units (Help Points).... CB1 Series Help Points
  - CB1 Series Help Points CB2 Series Help Points CB4 Series Help Points CB5 Series Help Points CB6 Series Help Points CB9 Series Help Points

  - CBRT Series Help Points
- Code Blue Phones. 2 Years

  - LS1000 IP Faceplate Speakerphone LS2000 IP Faceplate Speakerphone
- Code Blue Centry Speakerphones

# .3 Years

# **Product Finish Warranty Periods**

| • | Wet Coat Paint Finish5                            | Years |
|---|---|-------|
| • | Wet Coat Paint with Clear Coat top coat finish7   | Years |
|   | Powder Coat Paint Finish2                         |       |
| • | Powder Coat Paint with Clear Coat top coat finish | Years |
| • | Stainless Steel finish                            | Years |
|   |   |       |

#### Component Warranty Periods

| • | Electrical Components for Cellular1                     | Year* |
|---|---|-------|
| • | ToolVox™ Server Components1                             | Year  |
|   | Hardware for Code Blue's Hosted Cloud (Nebula)2         |       |
| • | Hardware Components for Private Cloud Network Services1 | Year  |
| • | Solar Components1                                       | Year  |

I Year Includes Audio Paging Speaker Array, Audio Paging Amp, Batteries, Power Control Interface, & Solar Panel.

#### Warranty Exception - Cellular Service & Hosted Cloud Products & Components with active and current Services Contract

Components with an active and current Services Contract\*

For customers with an active and current Services Contract with Code Blue, the warranty periods referenced above for Cellular Service and/or Hosted Cloud Components and Products are superseded by a warranty period tied to the length of the associated active and current contract at no additional cost. This includes SIM Cards, Cellular Routers, & Cellular Radios.

Example: 4G/LTE Router purchased along with a 5 year Code Blue Service Plan Router is covered under warranty through Code Blue for 5 years.

#### Terms & Conditions

Code Blue's sole obligation and Buyer's sole remedy under this warranty are limited and conditioned as follows:

Code Blue will repair or replace, at Code Blue's sole option, the defective Unit defective components of the Unit or parts when such are returned to Code Blue at the address below, freight prepaid by Buyer before the expiration of the applicable limited warranty period with proof of purchase, description of the damage or defect, and the related circumstances

Requests for return must be in writing using the RMA form (copy available at codeblue.com) and approved by Code Blue prior to return. If Code Blue chooses to replace the Unit, component or part, this warranty does not include any costs for removal of the defective item or installation of the replacement item. If Code Blue chooses to repair the Unit on site, this warranty covers the costs of the parts used only. Code Blue does not pay for travel, freight, dealer service or any other labor charges associated with warranty work. If Code Blue in its sole discretion chooses to ship a replacement Unit or component prior to return of the items claimed to be defective, Code Blue will invoice Buyer for any Units, components or parts shipped pending a determination by Code Blue that the repair or replacement is covered by this warranty.

This warranty is void (i) if the Unit, component or part is not operated in conformance with installation, environmental, mechanical or electrical requirements, or within thermal stress limits, or (ii) to the extent that any malfunction is the result of misuse, abuse, improper installation or application, such as connecting to third party products not approved by Code Blue, alteration, accident, or negligence in use, storage, transportation, or handling, or if the original identification markings on the Unit, component or part have been removed, defaced, or altered.

#### Services

Only authorized Code Blue representatives are allowed to perform warranty repair service. Service by non-authorized personnel will void this warranty. This warranty is voided in the event Buyer or anyone else alters or modifies the Unit without Code Blue's prior written authorization. Failure to follow Code Blue's recommended installation procedures and instructions will also void this warrantv.

# Third Party Product Returns

All third party product RMA requests must go through the third party manufacturer, unless otherwise approved in writing by a Code Blue

#### **Exclusions**

Code Blue does not accept any return that is beyond 60 days old unless otherwise approved in writing by a Code Blue representative.

Code Blue does not accept returns of non-stock/custom items unless there is a manufacturer's defect or written approval by a Code Blue representative. These parts include, but are not limited to:

- Solar Panel & Mount
- Audio Paging speakers & amplifiers
- Batteries
- CB5 Lantern Tops
- **AED Products**
- AOR (Area of Refuge) Products
- Custom Painted Enclosures, Speakerphones, or Accessories
- Custom Silkscreened Speakerphones

Code Blue Units or parts damaged in shipping are not covered under warranty and are the responsibility of the Buyer. Code Blue does not warrant products that have been damaged due to: modification, alteration, repair or service by anyone other than an authorized Code Blue representative, physical abuse to, or misuse of, the product; operation in a manner contrary to the instructions provided by Code Blue; faulty installation; improper maintenance; freight damage; acts of nature such as lightning or fluctuation in electrical power; or substituted parts or accessories of other manufactures. If a customer chooses to use their own shipping account, then they must accept full responsibility of the freight and how it is delivered to the customer. Any damages or damage claims are the sole responsibility of the customer using their own freight account.

### **Product Changes & Modifications**

Code Blue reserves the right to make changes in design and to make additions or improvements without incurring an obligation to modify or install same on previously manufactured products or any obligation to contact Buyer.

## **Limitation of Liability**

Code Blue neither assumes nor authorizes any other person or entity to assume for Code Blue any liabilities in connection with the sale of Code Blue products other than this express warranty. This warranty is afforded by Code Blue only to Buyer and not to any other person or entity. Should any dealer or contractor elect to offer its own warranty with respect to Unit, Code Blue is not responsible for such warranty. No Code Blue Dealer or employee is authorized to make any modification to this warranty without the expressed written authorized consent of Code Blue. Code Blue's liability in any event shall not exceed the purchase price of the unit or part, and in no event shall Code Blue be liable for lost profits or special, actual or consequential damages of any nature, including without limitation, personal injury (including death) or property damage, or any loss or damage resulting from the interruption or failure in the operation of the product, or any service rendered by Code Blue, for Code Blue's failure to meet shipment schedules or for any other reason.

# Independent Warranties

The foregoing warranties are expressly in lieu of all other warranties, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. There are no warranties which extend beyond the description on the face of this document. Any expressed warranty not provided here and any remedy which but for this provision might arise by implication or operation of law is excluded and disclaimed.

#### **Intellectual Property**

The name "Code Blue," its associated trade names, logos, and trademarks are the exclusive property of Code Blue, and nothing here gives Buyer any interest in same. Buyer may not use the name "Code Blue" or its associated trade names, logos, and trademarks without prior written authorization.

## Governing Law

All sales to Buyer will be governed and construed in all respects in accordance with the laws of the State of Michigan. The sole venue for any claim shall be Kent County, Michigan, and the sole jurisdiction for same shall be with the State Courts of Michigan. Code Blue may at its option require Buyer to participate in an alternative dispute resolution procedure as a condition to any court action by Buyer. Notwithstanding any provision to the contrary, Code Blue reserves the right to modify, amend or terminate warranties offered on its products at any time with or without notice to Buyer.