



RF TECHNOLOGIES®

Travis Conlon
Regional Sales Manager— Code Alert®
3125 N. 126th St. Brookfield, WI 53005
262-373-5137
Fax: 262-790-1784
tconlon@rft.com
www.rft.com

DATE:

April 4, 2017

04/04/17 10:19:00
WV Purchasing Division

TO:

Michelle Childers

COMPANY

West Virginia Purchasing Division

FAX #

304-558-3970

FROM:

Travis Conlon EXT 5137

RE:

RF Technologies – Bid for Lakin Hospital

Number of pages including cover sheet:

11

Michelle,

Per your request, to follow please find RF Technologies Proposal for the Lakin Hospital Wander Management Project.

Sincerely,

Travis Conlon



RF TECHNOLOGIES®

April 3, 2017

Scope of Work

This document describes the materials and installation services RF Technologies (RFT) will provide, and the Owner/Customer responsibilities.

Project	Code Alert Wander Management System
Customer Name	Lakln Hospital
Customer Contact	Michelle Childers
Address	11522 Ohio River Road West Columbia, WV 25287
Phone	(304) 558-2063
Email	michelle.l.childers@wv.gov

Wander Management System Description

RF Technologies will provide a Code Alert Wander Management System for Lakln Hospital to protect against unauthorized use of the doors. The system includes the following devices:

- Door #1 (Wing A North Fire Exit) – Single Door with TEC-80 & CodeLock
- Door #2 (Wing A East Fire Exit) – Single Door with TEC-80 & CodeLock
- Door #3 (Wing B Fire Exit) – Single Door with TEC-80 & CodeLock
- Door #4 (Wing C North Fire Exit) – Single Door with TEC-80 & CodeLock
- Door #5 (Wing C West Fire Exit) – Single Door with TEC-80 & CodeLock
- Door #6 (Wing D Fire Exit) – Single Door with TEC-80 & CodeLock
- Door #7 (Rear Exit Door) – Single Door with TEC-80, CodeLock & Exterior Slave Keypad
- Door #8 (Dietary Ramp Door) – Single Door with TEC-80, CodeLock & Exterior Slave Keypad
- Door #9 (Multipurpose Outside Door) – Single Door with TEC-80, CodeLock & Exterior Slave Keypad
- Door #10 (Library Outside Door) – Single Door with TEC-80 & CodeLock
- Door #11 (Administration Outside Door) – Single Door with TEC-80 & CodeLock
- Door #12 (Restorative Therapy Outside Door) – Single Door with TEC-80 & CodeLock
- Door #13 (Lobby Door) – Single Door with TEC-80, CodeLock & Exterior Slave Keypad

All door controllers and codelocks will be connected via low-voltage wiring to an RF Technologies CPS. It is the responsibility of Lakln Hospital to contract an electrician to provide 110VAC hard-wired connection to each CPS.

TEC-80 Door Controller Operation with Lock & Software Integration:

The receiver antennas will sense the presence of a resident wearing a wandering transmitter within the protected field of the door controller, approximately 4' from the protected exit. Should the resident approach an open door, the TEC-80 exit controller will immediately enter into an alarm state causing an audible alarm at the exit controller and simultaneously generating a visual and audible alarm at the desktop PC workstations which will include the name of the resident. Should the resident approach a closed door, the delayed egress magnetic lock will arm and lock the door. If a resident attempts to exit the door, a "nuisance delay" alarm will sound for up to 3 seconds. If the resident discontinues the attempted exit before the nuisance delay has elapsed, the alarm will discontinue. If the resident continues to attempt to exit past the nuisance delay time period, the controller will enter an irreversible delayed egress cycle. During this time an alarm will sound locally at the door and the delayed egress magnetic lock will be armed. At the end of the irreversible delayed egress cycle (15 total seconds including the nuisance delay), the delayed egress magnetic lock will disengage and the door will become operable for exit. The alarm can only be reset by entering a 4-digit code on the exit alarm controller. The system cannot be reset remotely or automatically. In addition, the exit controller will continue to sound an audible alarm at the exit controller and simultaneously generating an audible and visual alarm at the desktop PC monitoring workstations which will include the name of the resident. The alarm can only be reset by entering a 4-digit code on the exit alarm controller. The system cannot be reset remotely or automatically.

phone: 800.669.9946 web: www.rft.com
3125 North 126th Street, Brookfield, WI 53005 USA



RF TECHNOLOGIES

April 3, 2017

Transmitters:

RF Technologies will provide (100) CodeWatch transmitters with gray bands and a transmitter tester.

Head-End:

RF Technologies will provide a desktop server workstation at the D Wing Nurses Station. The server workstation provides audible and visual annunciation of system alarms. Code Alert software includes a full suite of reporting capabilities, including Resident Activity and Staff Response Time history. The system's touch-screen monitor simplifies and expedites system administration. The server and monitor will plug into a UPS for continued operation in the event of a power failure.

Training and Support:

RF Technologies will provide a training session on system operation. The session is limited to (06) employees and will be conducted during normal business hours. Additional training needs can be accommodated, but are billable.

Remote Support Access:

RF Technologies will provide a Virtual Private Network (VPN) router for remote connectivity by RF Technologies' technical support staff if technical support is required. It is the responsibility of Lakln Hospital to provide a working Internet connection at the VPN router location (typically near the desktop server or in a network closet).

Installation:

RF Technologies will provide all materials and installation as outlined in the project proposal. Work is limited to the installation of all proposed materials, system configuration, testing, and training. Any work outside of this scope is subject to additional charges. RF Technologies will provide all labor at standard wage rates.

Customer Responsibilities:

The following is a listing of materials/services provided by Lakln Hospital, which must be in place at or before the time of installation:

- 110VAC outlet at the server and/or computer monitoring stations
- 110VAC hard-wired power for each Central Power Supply (CPS)
- Available wall space for mounting each CPS
- Wiring and labor to connect the fire alarm panel to each central power supply powering locks for deactivation upon fire alarm
- Network drops for VPN, server/client computers and network gear (as applicable)
- Access to mechanical closets, ceilings, attics, etc., for wiring purposes
- Active internet connection and IP address for VPN Router
- Customer representative for assistance accessing resident rooms and other areas
- Patching/painting due to existing device removal
- All activities involving permits and fees associated with this project

Any applicable Customer Responsibilities that are not provided prior to, or as part of the installation process, that result in delays out of RF Technologies' control may result in additional charges. By signing below, I agree that I have read this document in its entirety and agree to provide all materials/services as outlined in the "Customer Responsibilities" so as to facilitate on-schedule project completion.

(Signature)

(Date)

(Printed Name)

phone: 800.669.9946 web: www.rft.com
3125 North 126th Street, Brookfield, WI 53005 USA



RF TECHNOLOGIES

Code Alert® System Quote

Wandering Management Solution

Michelle Childers, Purchasing
 Lakin Hospital - State
 11522 Ohio River Road
 West Columbia, WV 26287
 Email: michelle.l.childers@wv.gov
 Phone: (304) 675-0860
 Fax: (304) 675-0800

Quote #: 8127-1-1
 CID #: 385077

Quote Date: 4/3/2017
 Quote Expires: 5/18/2017

Quantity	Code Alert System	
	<u>COMPUTER HARDWARE, SOFTWARE, LICENSES, & GEAR</u>	
	<u>Pre-Configured Computer Hardware</u>	
1	0910-0228	Server, Configured, Desktop A6002 2012 R2
	<u>System Software Packages</u>	
1	0880-0089	Code Alert V10 Server Software
	<u>Add-On System Licenses</u>	
1	0550-0150	9450 System License
1	9450-9450	Facility Layout JPG
	<u>PC Accessories</u>	
1	0910-0172	Monitor, 22" LCD Touch Screen
1	9450-5045K	Desktop Server Accessory Kit
1	9600-1085	Application Disruption Alarm
	<u>Network Gear</u>	
1	9450-9091	VPN Router Hardware
1	9450-9205K	16 Zone Network Wall Panel Kit
	<u>WANDERING MANAGEMENT SOLUTION</u>	
	<u>Model T80/T81 System Touchpad Exit Controllers (UL)</u>	
13	9450-8073-SK	Code Alert Model T80 Wanderer Surface Mount (UL)
	<u>Interior/Exterior Slave Keypads</u>	
4	3000-0841-SK	Keypad, Weather Resistant, Auxiliary, Indoor/Outdoor, SM
	<u>CodeLocks</u>	
13	3000-0473K	CodeLock, 600 lbs Single Door
	<u>MISCELLANEOUS HARDWARE</u>	
	<u>Power Supplies</u>	
2	9450-0555	Central Power Supply, 15VDC 9A, Class II (UL Listed)
	<u>Wire & Raceway</u>	
4	0100-0029K	Wire, CAT-5e Plenum, Pink 1000 Ft Roll
7	0100-0047K	Wire, 18/4 Unshielded Plenum, Stranded, 500 ft Kit
	<u>SUPPLIES</u>	
	<u>Transmitters and Banding</u>	
100	9000-0141	GWTX 80/100 1Yr 262kHz ID
1	9000-1000	Transmitter Tester-Code Alert 86kHz & 262kHz
10	3000-0217K	Transmitter Band, PVC, Gray 10 Pack
	<u>MANUALS</u>	
	<u>Software Manuals</u>	
1	0510-0478	Code Alert V9/10 Quick Start Reference Guide
	<u>Wandering Management Manuals</u>	
4	0515-0048-5	Code Alert User Essentials, Wander w/Computer (5 pack)
1	0511-2298-5	Code Alert Family Brochure, Wander Management (5 Pack)

Equipment Total: 63,264.64

13 3000-3007 **INSTALLATION** Existing Door Equipment Device Removal
 3000-3005 RFT Installation Project

Services Total: \$21,285.83
Total Purchase Price (excluding freight and tax): \$84,550.47
Freight Charge: \$1,240.00
Estimated Sales Tax: \$0.00
Total Purchase Price (including freight and tax): \$85,790.47

Required Down Payment Prior to Shipment: \$28,183.49
**Actual down payment may be adjusted based upon review of customer payment history and financial condition*

Travis Conlon _____ Date 4/3/2017

Buyer:

I have read and accept the Scope of Work, Terms and Conditions, Customer Responsibilities, and Product Warranty of this Proposal.

This proposed bill of material is based on information provided by Customer. An assessment sheet/job scope accompanies this quotation and should be reviewed and verified by all interested parties at Customer location as well as any affiliated Parent Corporations, as applicable. Any changes to this bill of material will require either a new proposal or change order. Factors detected during the installation project, such as measured RF noise, structural anomalies, and verification of coverage and communication paths, may require either a new proposal or a change order.

 Authorized Agent Signature Date

 Printed Name/Title

*** To place order, please fax signed proposal to 262-790-1784**

DOWN PAYMENT REQUIRED

Thank you for your purchase!

It is RF Technologies' policy to require 1/3 down payment for this project. For your convenience, we have provided an invoice for your remittance. Please return the invoice and payment as detailed below or call to schedule a payment. Once this down payment is received, RF Technologies will proceed with scheduling and building your order.

We look forward to supporting you with our industry-leading life safety solutions.

The RF Technologies Team



RF TECHNOLOGIES

DOWN PAYMENT INVOICE

INVOICE: 385077 - 8127-1-1

DATE: 4/3/2017

BILL TO:
Lakin Hospital - State
11522 Ohio River Road
West Columbia, WV 25287

SHIP TO:
Lakin Hospital - State
11522 Ohio River Road
West Columbia, WV 25287

CUSTOMER ID: 385077

CUSTOMER ID: 385077

CONTACT: Michelle Childers, Purchasing

TERMS: Upon Receipt

QTY	DESCRIPTION	PROJECT PRICE	TOTAL DUE
1	1/3 Down Payment	\$84,550.47	\$28,183.49

TOTAL DUE: \$28,183.49

RF TECHNOLOGIES, INC.
P. O. Box 8444
Carol Stream, IL 60197-8444
(262) 790-1770 * FAX (262) 790-1784

RF TECHNOLOGIES[®]

Terms and Conditions of Sales

1. Product shipment will be after credit approval, receipt of written purchase order or signed quotation and down payment requirements are met. Shipment will be coordinated with the installation schedule, as applicable. All shipments are F.O.B. Brookfield, Wisconsin. All freight charges are borne by the Buyer and cost will be billed on the invoice.
2. Upon receipt of your order, please inspect all cartons to verify the accuracy and condition of the shipment. Any discrepancies must be brought to Supplier's attention within ten (10) working days of order receipt. Missing or damaged packages should be reported to the carrier. NOTE: Parts of Buyer's order may be shipped from more than one location, affecting the arrival date of the complete shipment.
3. **Payment Terms:** Terms are Net 30 from invoice date. Invoices are generated upon product shipment or performance of service. For new accounts or large orders, 1/3 down payment may be required. Other terms may apply depending on credit history.
4. Buyer is responsible for all applicable sales, transfer and/or use taxes. RF Technologies, Inc. may collect such taxes as required unless the Buyer provides a valid sales tax exemption certificate.
5. **Finance Charges:** 1.5% per month (18% annually) plus any additional costs will be charged on all past due balances.
6. Return or exchange of product may be subject to a twenty-five percent (25%) restocking fee. All returns require Seller's prior Return Material Authorization (RMA). The return must clearly indicate the RMA number.
7. **Warranty:** The product and installation are warranted per RF Technologies, Inc. product warranty document. See Product Warranty document.
8. For system/server based products, RF Technologies, Inc. specifically disclaims any liability to Buyer, patients and third parties arising out of: (a) Buyer's failure to adhere to Buyer's responsibilities identified in Paragraph 10 below; (b) Buyer's neglect, including failure to act on system alarms and events and Buyer's misconduct; (c) Buyer's wrongful or reckless use of the product; (d) Buyer's network or computer configurations; (e) Buyer's system support or the availability of the required network; (f) viruses or malware from Buyer's network or computers or third party software supplied by Buyer; or (g) problems or failures due to Buyer supplied patches or third party software. Buyer specifically waives any claim for liability against RF Technologies, Inc. arising out of (a) - (g) of this paragraph. Buyer agrees to indemnify and hold RF Technologies, Inc. harmless from liability to patients and other third parties arising from: (a) - (g) of this paragraph.
9. Computer based systems may require a remote connection to adequately supply technical phone support. Technical phone support requests without remote connection capabilities may be subject to support charges at RF Technologies current support rates. Installation support, if not included in the order, is available at Seller's current labor rate plus transportation expenses. Charges for on-site support will be imposed during the warranty period if any of the warranty exclusion conditions are met. See Product Warranty document.
10. Buyer is responsible for making necessary repairs to any sources of radio frequency interference or noise that prevent the Product from operating properly. See Customer Responsibilities document.
11. For system/server based products, Buyer is responsible to supply a network infrastructure that meets the requirements of RF Technologies, Inc.
12. Buyer is granted a perpetual, non-exclusive, non-transferable license to use RF Technologies software. See the software licensing statement for more information.
13. RF Technologies, Inc. reserves the right to review and adjust system configurations and specifications to reflect component changes and to assure the Buyer is afforded a fully functional system at the time of order.
14. In the event of a conflict in language between RF Technologies' Terms and Conditions of Sales and the Buyer's purchase order, RF Technologies' Terms and Conditions of Sales shall govern.

 Buyer - I have read and understand the Terms and Conditions of this offer. By signature on the RF Technologies proposal, I am agreeing that my organization wishes to purchase the product described in the proposal. I am an authorized agent for my organization.

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Customer Responsibility

General Responsibilities

- Customer must maintain and test the installed system in accordance with RF Technologies' ("RFT") recommendations as outlined in product documentation. The Customer must ensure that only qualified personnel use and service the system.
- Customer is responsible to obtain all required permits and compliance to applicable federal, state, and local codes and regulations.
- Paging and Two-Way Radio systems must be licensed per FCC regulations. Customer is solely responsible for obtaining and maintaining this license.
- Customer shall ensure that all doors where a CodeLock magnetic lock will be installed are in good mechanical condition, including proper alignment and full closure. Customer must ensure that adequate clearance is continually maintained.
- Customer should identify technical and clinical contacts responsible for system maintenance and operation.
- Customer is responsible for providing current and accurate floor plans. Customer is responsible for any and all equipment changes after final configuration due to floor plan inaccuracies.
- Customer shall adhere to the terms of the Scope of Work Document.

Workstation Installation

- The Customer shall be responsible for providing sufficient desk/counter space to allow installation of all system workstations. This space shall be no smaller than four square feet for each computer in a computer based system and two square feet for the desktop console in a console system.
- Customer should consider placing workstation near a telephone for use while accessing technical support. (This is not a replacement for the direct dial analog phone line requirement listed below.)
- For electrical, network and telecommunication connections refer to appropriate sections.
- For system/server based products, Customer shall prepare and maintain the facility in accordance with RFT recommendations as outlined in product documentation.
- For system/server based products, Customer must maintain and support workstation computers and network
- For system/server based products, Customer should manage the RFT supplied server on Buyer's network including (i) no addition of third party software; (ii) no modifications to OS configuration; and (iii) management of backup and recovery of servers and applications.
- For system/server based products, Customer is responsible to notify RFT immediately of any malfunction, breakdown or problem.
- Customer shall adhere to the terms of the Customer's Information Technology Requirements for Safe Place ® and Code Alert ® Software.

Elevator/Automatic Door Deactivation (If Applicable)

- Elevator/automatic door deactivation requires interfacing with the elevator's/automatic door's controls.
 - a. When the RFT System is triggered, the Exit Alarm Controller (EAC) will trigger an external relay (provided by RFT).
 - b. RFT shall provide a relay located outside the "covered" elevator shaft. The location is typically above the ceiling in the elevator lobby.
 - c. This relay is required to be "hard-wired" to the elevator/automatic door controls.
 - d. If the elevator car is "called" to the floor and opens, at a minimum, the interface shall hold the car in place until the alarm is cleared.
 - e. If the EAC is triggered, the interface shall prevent the door from opening until the alarm is cleared.
 - f. RFT cannot equip portals controlled by automatic doors with electromagnetic locks.
- This interfacing must be completed by the Customer's elevator/door control service provider. The Customer is responsible for all contact with the elevator/door control service provider; RFT shall assist in communicating all system requirements either by written, verbal or electronic communiqué.
- Customer's elevator/door control service provider contact information shall be provided to RFT a minimum of four weeks prior to the installation start date to ensure project completion prior to system acceptance testing.
- All costs associated with the deactivation (i.e. permits, wiring, conduit and programming as it relates to the elevators operation) shall be the sole responsibility of the Customer.

Power Connections

- Customer must provide all electrical outlets in accordance with local regulations as depicted on the approved floor plan and statement of work.
- Customer must provide 110VAC outlet with emergency backup power at the location of the server, client(s), and central power supply or at any other location requiring 110VAC. RFT recommends the use of an Uninterruptable Power Supply (UPS) for all electronic equipment.

Central Power Supply (CPS) Connections

- The Customer must provide, at a minimum, a 20-amp dedicated circuit to the CPS. A 20-amp circuit is capable of sustaining a maximum of 3 CPS units. This must be completed prior to arrival for scheduled installation.
- There should be consideration in advance as to whether or not the facility wishes to have the circuit connected to the emergency power grid. This decision should take into account Life Safety Code (LSC) and the desired system operation during a catastrophic event.
- There must be a designated space in a secure area for head end equipment installation. This equipment shall be wall mounted with a typical space requirement of 16 square feet. The location shall also meet all National Electrical Code (NEC) standards. It is recommended to use 3/8" or 3/4" A-C grade plywood coated with electrical grey fire retardant paint.
- The CPS provides for an input from a Fire Alarm Initiating device (smoke detector or alarm panel). Refer to National Fire Protection Association (NFPA) codes for permitted fire alarm initiating devices.
- All fire panel integration (N/C - normally closed contact from a fire alarm panel controlled device), permits and associated costs shall be the sole responsibility of the Customer. This needs to be completed prior to scheduled installation.
- Fire System Contractor must be present to make connections to their system and test operation at system acceptance - typically scheduled just prior to the established "go live" time.

Uninterruptable Power Supply (for CPS only)

- The shipping weight of the unit is 150 pounds. It may be wall mounted (brackets supplied) or rack mounted.
- The unit must be "hardwired" between the circuit disconnect and the CPS.
- The Customer must provide, at a minimum, a 20-amp dedicated circuit to the UPS. A 20-amp circuit is capable of sustaining a maximum of 3 units. This must be completed prior to arrival for scheduled installation.

Remote Support Connection

- Preferably, a network connection with Internet access shall be provided to allow a secure VPN connection to remotely support the installed server. Alternatively, a direct dial analog phone line shall be provided at the server computer's location.
- The IP address or phone number for this connection shall be provided to RFT at or before the time of system install and shall be part of system acceptance.
- The Facility is responsible for the costs and installation of Internet access or an analog phone line.

Virtual Local Area Network (VLAN) Connection (If Applicable)

- If any portions of the RFT system is to be deployed across the facilities Local Area Network (LAN), the Customer shall be responsible for all costs associated with configuring and maintaining a separate Virtual Local Area Network (VLAN) for the specified equipment. RFT shall provide all information to Customer's Information Technology department or supporting group to complete the configuration.
- For system/server-based products, Customer must provide a high-speed Internet connection for a virtual private network (VPN) from the Customer's server location to RFT technical support center. Specific network information will be required to securely implement the VPN. Where applicable, RFT will implement its Remote Monitoring capabilities during the warranty period.

System Outputs (Access Control, Closed Circuit Television (CCTV), Buzzer, Light, etc.)

- RFT will provide analog outputs (up to four isolated relays) from each Exit Alarm Controller to your UL Listed systems (i.e. Access Control and CCTV) or your UL Listed accessories (i.e. buzzers or lights).
 - a. The two Exit Alarm Control (EAC) relay contacts labeled Staff Alert respond to a cut-band and breach of perimeter alarm. The Normally Closed sets of contacts must be used to ensure supervision of the connection. Typical application: Staff Alert Panel input, Access Control Input, Elevator deactivation.
 - b. The two EAC relay contacts labeled Code Lock respond to a Transmitter near door, Cut Band and/or Global Lockdown. The Normally Closed sets of contacts must be used to ensure supervision of the connection. Typical application: Electromagnetic lock control, light or buzzer for pre-alarm warning.
- The operation of the interface is dependent on how the accessory interprets the data and shall be the sole responsibility of the Customer.
- The Customer is responsible for all contact with the system accessory service provider(s) (building fire alarm system, building elevator controls, automatic doors, Access Control, CCTV, etc.), if not furnished by RFT.
- RFT shall assist in communicating all system requirements either by written, verbal, or electronic communiqué required to complete the systems integration.
- The system accessory installation contractor(s) must be available to RFT installers during the install process for integration with their system and it is recommended that they consider being on site for system acceptance walk through.
- Contact information for the system accessory provider(s) shall be provided to RFT at least four weeks prior to the installation start date to ensure project completion prior to system acceptance testing.
- All costs associated with the system accessory interfacing (i.e. wiring, conduit, programming as it relates to the access control's operation) shall be the sole responsibility of the Customer.
- No support or guarantee of functionality for any third party accessory connected to the RFT system shall be provided.



RF TECHNOLOGIES

Product Warranty

RF Technologies, Inc. (herein referred to as "Seller"), warrants to the Buyer that during the warranty period (defined below) the RF Technologies, Inc. products (herein referred to as "Product") will be free from manufacturing defects and will conform to the Seller's product specifications. The warranty period is defined as one of the following:

For product installed by Seller other than product identified below, warranty coverage is provided for a period of twelve (12) months from the date of system "go live." Warranty coverage includes parts and labor during Seller's standard business hours.

- Product not installed or commissioned by Seller is covered under warranty for a period of ninety (90) days from date of invoice. Warranty coverage is for parts only.
- Product not installed but commissioned by Seller is covered under warranty for a period of twelve (12) months from date of commission.
- Transmitters are warranted for the period labeled on the transmitter.
- Pagers and pendants are warranted for twelve (12) months from the date of invoice, excluding batteries.
- Fall Management pads are warranted for the period of days as indicated on the pad label, or for a period not to exceed twelve (12) months from the date of shipment from Seller.
- All Sensatac Fall Management control units are warranted for a period of twenty-four (24) months from the date of invoice.
- Service labor performed outside of the product warranty period is warranted for ninety (90) days from the date of service. (Service warranty applies only for the services provided.)
- Asset management system components and tags are warranted for a period of twelve (12) months from date of invoice.
- For purchased refurbished parts warranty is for ninety (90) days from date of shipment.

Technical phone support for application assistance is available 24/7.

Labor warranty is applicable to Seller's standard business hours of 8:00a.m. to 5:00p.m, Monday – Friday, except on Seller's observed holidays.

This warranty is a limited warranty and it is the only warranty made by Seller. Buyer's sole remedy for any defect shall be repair or replacement, at Seller's discretion, of any part, returned to the Seller, shipment prepaid, and which upon examination is found by Seller to be defective. Alternatively, Seller may, at its sole option, elect to refund the purchase price paid for the defective product.

The criteria for all testing shall be based on Seller's product specific test procedures.

If Seller elects to replace any part, such replacement will not extend the duration of this warranty. Seller reserves the right to use refurbished parts for warranty repairs or replacements. No allowance shall be made for local repair bills or expenses without the prior written approval of Seller. If Seller determines that the product is not covered by the warranty, the cost of repair at Seller's then current rate and all transportation costs will be paid by Buyer.

Exclusions

Warranty coverage does not include, and Seller disclaims any liability for, any defect or performance failure or deficiency (including failure to conform to product descriptions or specifications) which results, in whole or in part, from (1) improper storage, handling, misuse, maintenance, installation, or modification of the Product by Buyer, its employees, agents, or contractors, (2) absence of any product, component, or accessory recommended by Seller, but omitted at Buyer's direction, including but not limited to transmitters and banding materials not tested and approved, (3) any design, specification, or instruction changed by Buyer, its employees, agents, or contractors, (4) failure to comply with any applicable instructions or recommendations of Seller, including installation, maintenance, testing, and training procedures, (5) physical damage occurring to transmitters or other components after receipt and acceptance by Buyer, (6) integration or use of any components, systems, process, software patches, software, or equipment not sold or provided by Seller, (7) acts of God, acts of civil or military authority, fires, floods, strikes, or other labor disturbances, war, riot, or other causes beyond the reasonable control of the Seller, (8) damage due to moisture, dust, dirt, and facility renovations, (9) unregulated and or out of specification electric power, temperature, humidity, or (10) radio frequency interference in the Product's operating environment. It is the Buyer's responsibility to make the necessary repairs to the building, power supply, or any sources of radio frequency interference or noise that prevents the Product from operating properly. This includes, but is not limited to, doorways, elevator drives, door motors, light ballasts, door sensors, televisions, and computer monitors. The Buyer is responsible for labor and expenses for investigation (i.e. noise assessment) that results in the finding of a condition listed in warranty exclusions, (11) Buyer's non performance of its responsibilities and obligations. Non-compliance with remote connectivity requirements outlined in the Terms and Conditions may result in loss of Buyer's privileges to Seller's technical phone and warranty on-site support.

The preceding paragraphs set forth Buyer's exclusive remedies and Seller's sole liability for claims based on the failure of the products to meet any warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability), or otherwise, and however instituted, and upon the expiration of the applicable warranty period of such liability shall terminate. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM THE USE, INABILITY TO USE, OR FAILURE OF ANY OF SELLER'S PRODUCTS, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR IN CONTEMPLATION OF THE PARTIES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS EXPRESSLY SPECIFIED, THE PRODUCTS ARE PROVIDED "AS IS". THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OF TECHNOLOGICAL VALUE.