

Firecom ComCare™ Service Program

This ComCare™ Service Program is limited to eligible Firecom products purchased by businesses and other organizations in the USA and Canada (including governmental entities) and is not available to individual consumers.

As the original purchaser of one or more eligible Firecom, a division of Sonetics Corporation, (“Firecom”) products you may purchase from Firecom the ComCare Expedited Services or ComCare Accelerated Services described below. The ComCare Expedited Services and ComCare Accelerated Services are in addition to the standard limited warranty (the “Firecom Standard Limited Warranty”) and automatically extend the term of the Firecom Standard Limited Warranty to run concurrently with the term of the ComCare Service Program that you select and purchase.

The terms “ComCare” and “ComCare Service Program” are used interchangeably herein and refer to the ComCare Expedited Services or ComCare Accelerated Services program purchased by you.

A ComCare Service Program may be purchased by you at the time you purchase your eligible product or within 90 days following such purchase date. Your ComCare Service Program will run for a coverage period commencing on the date you purchased your eligible product and continuing for the three, four, or five year term of the ComCare Service Program you purchased. Notwithstanding the foregoing sentence, if you sell or otherwise transfer ownership of your eligible product, your ComCare Service Program shall automatically terminate.

ComCare is tracked and applied to specific eligible products by manufacturer serial numbers, and ComCare may not be transferred to non-covered products except in the case of replacement of an eligible product under warranty or ComCare service by the manufacturer.

ComCare Expedited Services include:

- Expedited technical support for product-related questions and request for services through our 800-line, where technicians will prioritize response to ComCare expedited service calls and use best efforts to respond within the same business day during normal technical support hours;
- Expedited repair or replacement of products covered under the terms of the Firecom Standard Limited Warranty within two business days.
- Expedited return shipping via overnight service to customer addresses in the United States;
- Access to firmware upgrades that can be applied, upon request, when products are being repaired under the terms of the Firecom Standard Limited Warranty, and access to firmware upgrades that may be published on the technical support section of our web site;
- Access to technical support information, manuals, and other information as published in the customer support section of our web site;
- 50% discount off flat rate list price for non-warranty repair or service such as battery replacement within the period of the Firecom Standard Limited Warranty;
- Extension of the Firecom Standard Limited Warranty period from the initial end of such period until the end of the ComCare Service Program period.

ComCare Accelerated Services includes:

- Accelerated technical support for product-related questions and request for services through our 800-line, where technicians will prioritize response to ComCare Accelerated service calls and use best efforts to respond within the same or next business day during normal technical support hours;

- Accelerated repair or replacement of products covered under the terms of the Firecom Standard Limited Warranty within five business days.
- Accelerated return shipping via two-day service to customer addresses in the United States;
- Access to firmware upgrades that can be applied, upon request, when products are being repaired under the terms of the Firecom Standard Limited Warranty, and access to firmware upgrades that may be published on the technical support section of our web site;
- Access to technical support information, manuals, and other information as published in the customer support section of our web site;
- 25% discount off flat rate list price for non-warranty repair or service such as battery replacement within the period of the Firecom Standard Limited Warranty;
- Extension of the Firecom Standard Limited Warranty period from the initial end of such period until the end of the ComCare Service Program period.

Product service under ComCare may be initiated by the same procedures as Firecom Standard Limited Warranty. Product serial number(s) are required to be registered with Firecom and a ComCare certificate issued in order to initiate ComCare service.

Firecom Standard Limited Warranty

Firecom, a division of Sonetics Corporation, (“Firecom”) warrants to the original purchaser of its products that products will be free from defects in materials and workmanship under normal and proper use for the period of two years from date of purchase.

Firecom will repair or replace, at its option, any products showing factory defects during this warranty period, subject to the following provisions and obligations:

1. This warranty applies only to a new product sold through authorized channels of distribution.
2. All work under warranty must be performed by Firecom.
3. All returned products must be shipped to our address, freight prepaid and Firecom will return products to customer via ground freight. Any expedite fees or additional freight charges will be charged to customer.
4. Any attempt to repair, service, or alter the product in any way voids this warranty.
5. This warranty does not apply in the event of accident, abuse, misuse, liquid contact, improper installation, unauthorized repair, tampering, modification, fire, earthquake, or damage from other external sources – including damage caused by user-replaceable parts.
6. This warranty does not apply: (a) to consumable parts such as batteries, ear seals, intercom bags, cables, external power supplies, parts listed as accessories to a system, or other parts designed to diminish in function over time unless a failure is due to a defect in materials or workmanship; (b) to cosmetic damage or to defects caused by normal wear and tear or aging of the product; (c) to damage caused by use with non-Firecom products; (d) to damage caused by operating the product outside the permitted or intended uses or environments described by Firecom; (e) to damage caused by service performed by anyone who is not a representative of Firecom or an Firecom Authorized Service Provider; (f) to a product or part that has been modified without the written permission of Firecom; (g) if any Firecom serial number has been removed or defaced.
7. This warranty does not extend to any other equipment, apparatus, vehicle, aircraft, or watercraft to which this product may be attached or connected.

THE FOREGOING IS YOUR SOLE REMEDY FOR FAILURE IN SERVICE OR DEFECTS. SONETICS CORPORATION SHALL NOT BE LIABLE UNDER THIS OR ANY IMPLIED WARRANTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY INSTALLATION OR REMOVAL COSTS OR OTHER SERVICE FEES. THIS WARRANTY

IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS OF USE, WHICH ARE HEREBY EXCLUDED. TO THE EXTENT THAT THIS EXCLUSION IS NOT LEGALLY ENFORCEABLE, THE DURATION OF SUCH IMPLIED WARRANTIES SHALL BE LIMITED TO ONE YEAR FROM DATE OF PURCHASE. NO SUIT FOR BREACH OF EXPRESS OR IMPLIED WARRANTY MAY BE BROUGHT AFTER ONE YEAR FROM DATE OF PURCHASE.

Subject to the terms and limitations of this Firecom Standard Limited Warranty, this warranty covers any new covered product found to be defective within the applicable warranty period. Firecom reserves the right to examine the alleged defective covered product to determine whether this Firecom Standard Limited Warranty is applicable, and final determination of warranty coverage lies solely with Firecom. If Firecom determines that warranty coverage applies, Firecom reserves the right to either repair or replace a covered product or any part thereof, as determined by Firecom in its sole discretion. If the product has been subjected to conditions which exclude coverage under the warranty, customer will be so advised. Customer may then authorize paid repair service or other disposition of the product. Notwithstanding any other provision of this warranty, if you sell or otherwise transfer ownership of your covered product, this Firecom Standard Limited Warranty shall automatically terminate.