

Limited Warranty on CyberLock Hardware

Effective January 1, 2024 – Present

This CyberLock Limited Warranty (“Warranty”) gives you specific legal rights, and you may also have other rights which vary by state, province, or country. By purchasing or using CyberLock product, you are agreeing to be bound by the terms of the Warranty as set forth below. If you do not agree to all terms of this Warranty, do not use the CyberLock product and return it to CyberLock, Inc., or to a certified CyberLock distributor.

WARRANTY PERIOD AND EXCLUSIVE REMEDY

CyberLock cylinders, CyberLock padlocks, and CyberKey smart keys are warranted against defects in material and workmanship for a period of **TWO (2) YEARS** from the date of original purchase. Except as excluded below, all other CyberLock access control system hardware, including but not limited to Flex System, FlashLock, CyberLock Blue, and CyberLock NFC products, charging devices, communicators, vaults, and lock boxes are warranted against defects in material and workmanship for a period of **ONE (1) YEAR** from the date of original purchase. In the event this Warranty is breached and a valid claim is submitted during the applicable warranty period, CyberLock, Inc. will, at its option, (a) repair the product, or (b) replace the product with the same model (or with a CyberLock product that has comparable functionality).

EXCLUSIONS

This Warranty does not apply to third-party hardware products, even if packaged or sold with CyberLock products. For example, this Warranty does not apply to the SE-200 or SVR-CAW-500/525 servers and does not modify or alter any warranty terms that the manufacturers of such hardware may offer or provide.

This Warranty does not apply to software. Refer to the licensing agreement(s) accompanying the software for details of your rights with respect to its use.

This Warranty does not cover damage or failures arising from or relating to: (a) use with third-party products or services not supplied or authorized by CyberLock; (b) use with access control software or mobile applications not supplied by CyberLock; (c) failure to follow instructions relating to the CyberLock product’s installation, maintenance, disassembly, or use; (d) criminal tampering, vandalism, or alteration of the product; or (e) application of solvents, lubricants, or other chemical compounds in a manner inconsistent with the CyberLock Cleaning Instructions.

This Warranty does not cover exterior finish (e.g. color change due to weather, salt, or chemicals). Only the weather-resistant CyberLock cylinders are warranted for use in padlocks. Periodic cleaning of the lock face and key pins is recommended, particularly when installed or used in outdoor or dirty environments.

CyberLock does not represent that CyberLock products may not be compromised, or that the products will prevent loss or damage resulting from burglary or unauthorized access. When properly installed and maintained, CyberLock products are designed to reduce the risk of unauthorized access. CyberLock products should not be used in applications where the highest levels of safety and reliability are required, for example where failure or malfunction of the product may result in bodily harm, loss of life, or immense damage or loss. Such applications include, but are not limited to, controlling emergency exits, circuitry on aircraft or heavy equipment, atomic energy generation, life-critical medical equipment, or any application where property losses may exceed \$10,000. **CYBERLOCK EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM THE USE OF CYBERLOCK PRODUCTS IN SUCH APPLICATIONS.** You agree to indemnify, defend, and hold CyberLock harmless from and against any and all actions, claims, damages, liabilities, award, costs, and expenses, including legal expenses, arising from or relating to your use, or sale for use in such applications. CyberLock is not liable for the cost of labor to remove or replace locks or other hardware, or for the cost of transportation to or from the job site.

WARRANTY LIMITATIONS AND LIMITATION ON LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS. CYBERLOCK LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. CYBERLOCK IS NOT LIABLE FOR PERSONAL INJURY, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM OR RELATING TO THIS WARRANTY OR YOUR USE OF OR INABILITY TO USE CYBERLOCK PRODUCTS, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO DAMAGES RELATING TO LOSS OF USE, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF REPUTATION, OR LOSS OF DATA. ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, CYBERLOCK LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT CYBERLOCK'S OPTION, THE REPAIR OR REPLACEMENT SERVICES EXPRESSLY PROVIDED FOR HEREIN. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. ANY ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT NO LATER THAN SIX MONTHS AFTER EXPIRATION OF THE APPLICABLE WARRANTY PERIOD.

GOVERNING LAW

This Warranty shall be governed and construed in accordance with the laws of the state of Oregon, excluding its choice-of-law provisions. All actions and adversarial proceedings arising from or relating to this Warranty, or to your use of or inability to use CyberLock products, shall be decided exclusively by a court of competent jurisdiction located in Lane County, Oregon. Any such legal proceeding shall be filed exclusively in the state or federal courts located in Eugene, Lane County, Oregon, and you hereby irrevocably and unconditionally consent to the exclusive jurisdiction and venue of such courts.

REPAIR/REPLACEMENT FEES FOR CYBERLOCK HARDWARE

During the applicable warranty period, repair or replacement is done at no cost. After expiration of the warranty period, CyberLock may offer repair or replacement of certain products subject to payment of a repair fee. Please contact CyberLock for the current repair fees.

TECHNICAL ASSISTANCE

If you need technical assistance, please contact your CyberLock reseller for local support. You may also contact CyberLock Technical Support at:

Phone: 541-738-5500

Fax: 541-738-5501

E-mail: support@cyberlock.com

RETURN PROCEDURE FOR CYBERLOCK HARDWARE

The following procedure should be followed when returning items to CyberLock, Inc. for repair or upgrade.

1. Contact the CyberLock Technical Support Department to discuss the equipment problem (phone 541-738-5500, fax 541-738-5501, or email support@cyberlock.com). This step is important because, in many cases, the problem is minor and can be corrected over the phone. If the problem is not resolved, a Service Order number (SVO#) will be issued for returning the product. The serial number of the non-working product must be provided prior to the repair to qualify for warranty. The serial number may be given to Technical Support or included with return of the product.
2. CyberLock cylinders sent in for repair or upgrade must be reset to qualify for warranty repair.
3. Include the following items with the product for repair: The serial number of the non-working hardware, the assigned SVO#, your name, company name, return address, telephone number, and description of the problem. If the repair is under warranty, include the CyberLock invoice as proof of original purchase date. If it is a non-warranty repair, also include your method of payment for the repair fee and return shipping charges. CyberLock accepts payment via company check or money order payable in US dollars, Visa, MasterCard, Discover, American Express, ACH electronic transfer, or bank wire. If you have credit terms with CyberLock, include your purchase order number and 'bill to' and 'ship to' instructions.
4. Place the SVO# you received from the Technical Support Department on the outside of the package. Ship the package to CyberLock, Inc., 1105 N.E. Circle Blvd., Corvallis, OR 97330, U.S.A., with the shipping charges prepaid.
5. When the product is received by CyberLock, it is logged into the Service Department, checked for problems, repaired or exchanged with a remanufactured unit, and tested.
6. Products are returned to you by the same method of transportation used to deliver the product to CyberLock, unless another method is specified. If the repair is under warranty, CyberLock will pay the return shipping charge; if it is a non-warranty repair, you are responsible for the return shipping charge.