



# STid Warranty Policy V1.0

Effective date June 1<sup>st</sup>, 2018

The US STid Warranty Policy presents the warranty terms governing all the STid products sold by STid and/or its subsidiaries in the USA. Unless otherwise expressly agreed in writing, all product sales of products by STid in the US are made pursuant to the STid General Terms and Conditions of Sale. This policy is available on our website <http://www.stid.com> at [https://stid-security.com/images/documents/CGV-North-America\\_EN.pdf](https://stid-security.com/images/documents/CGV-North-America_EN.pdf), and is incorporated herein by reference.

Unless specifically indicated to the contrary herein, our US Warranty Policy applies only to customers who purchased products directly from STid NA, Inc. in the US. Any warranties that are applicable to purchasers who bought STid products for internal use indirectly from customers (for example End users) shall be specifically noted in this document.

The STid US Warranty Policy is governed by and interpreted in accordance with the internal laws of the State of New York without regard to its conflict of laws provisions. Any litigation between the parties concerning this Warranty shall be brought in the courts of the State of New York, County of New York, and Customer consents to such courts having personal jurisdiction and that venue is proper in such courts.

STid reserves the right to modify its US Warranty Policy from time to time. Any such modification will be regarded as approved upon receipt of written notice (including printable email) to customer, unless customer sends an objection in writing (including printable email) within six (6) weeks after receipts of such notice. STid will advise customer in the notice regarding such effects. Any such amendment will take effect once such amended terms are regarded as approved as mentioned above, and shall thereafter apply to all orders received from customer.

## I. STID PRODUCT WARRANTIES

### General Warranty

STid warrants its hardware and software products to be free from defects in materials and assembly starting from the delivery date by STid to the customer, named the warranty starting date, for the period of time specified in Annex 1 or other STid documentation associated with the product. Absent a specified warranty period of greater duration, STid warrants its hardware and software products to be free from defects in materials and assembly for a period of one (1) year from the warranty starting date.

### Hardware Warranty

Unless otherwise stated in this Warranty Policy, STid warrants that the hardware products (including the firmware) will be free from material defects in workmanship and material and will be compliant with the applicable documentation in effect as of the date of manufacture for a period of one (1) year from the warranty starting date.

### End user limited warranty for software products

The applicable warranty period for software products starts from the earlier of the date the software product is delivered or is made available to the end user – known as the software warranty starting date. The following warranties are provided solely for the benefit of the end user and shall be transferred by the customer to the end user if the software was originally purchased by customer for resale.

STid warrants that the encoding of the software program on the media on which the software product is furnished will be free from defects in workmanship and material, and that the software shall conform to its user manual, as it exists at the date of delivery (end user software warranty starting date), for a period of ninety (90) days.

STid warrants the product if the software is properly used by the end user in accordance with such documentation and the end user license agreement applicable to the software. The end user is solely responsible for adequate protection and backup of the equipment and data used in connection with the software. The foregoing warranty shall not apply to any problem with the software that is caused by:

- the software use in an inappropriate environment (other than that approved by STid or its user manual),
- the software has not been installed, operated, repaired or maintained in accordance with STid instructions,
- the software has been altered by the end user and/or customer, end user's failure to implement all software patches, updates or releases provided by STid.

This software warranty shall apply only to software products that are provided and licensed separately from hardware products, unless otherwise provided in writing by STid. For reader firmware, the customer warranty applicable to the hardware product shall be the only warranty for the product, and there will be no separate software warranty for the end user.

## II. EXCLUSIVE PRODUCT WARRANTY CLAIMS

Herein are the customer's sole and exclusive remedies for product warranty claims pursuant to this Warranty Policy:

### RFID card readers

For all the RFID card readers that fail warranty, STid at its sole discretion will either repair the product or replace it with a new or refurbished product (replacement product being an identical model or functional equivalent). For products that are sold provided with a lifetime warranty under this Warranty Policy, STid may, at its sole discretion, provide to the customer a credit towards future purchase from STid in the price amount paid by the customer for the product (excluding taxes and levies).

### Credentials

For all the credentials such as cards, key fobs, wristbands, tags, labels, disc tags, tokens, virtual cards (...) that fail warranty, STid provide a credit towards customer's future purchase of product from STid in the amount of the price paid by customer (excluding taxes and levies) for such credentials. The warranty shall not apply to damage that is not directly attributable to normal conditions of operation, such as abnormal impacts, wrong usage, or modifications that are not approved or not performed by STid.

### Others

For all other products that fail warranty, STid will, at its sole option, either repair the product; replace the product with a new or refurbished product (replacement product being of identical model or functional equivalent); or provide a credit towards customer's future purchase of product from STid in the amount of the price (excluding taxes and levies) paid by customer for the product.

### Conditions

Any product that has either been repaired or replaced under this Warranty Policy shall have warranty coverage for the longer of ninety (90) days or the remaining original warranty period. Replacement parts used in the repair of hardware may be new or equivalent to new. After the applicable Warranty Period has expired, any repair, replacement or workaround services provided by STid will be at STid's most recent standard service rates.

## III. WARRANTY RETURN PROCEDURE

To return a product that has failed warranty to STid, the customer must respect the following process:

Inform STid Customer Service or Technical Support of the warranty-return product

Provide STid Customer Service or Technical Support important information

The customer must provide, as specified in the associated product documentation, with the following:

- the product model number and serial number,
- an accurate description of the claimed product defect.

STid provides an RMA number

STid will issue a Return Material Authorization or RMA number to the customer.

Return the product to STid

The customer must return the product to STid with the RMA number clearly indicated on the package and the signed after-sales return form. Shipment of the Product must be made within the timeframe specified on STid's RMA notice or within thirty (30) calendar days from STid's issuance of the applicable RMA number, whichever period is longer, time being of the essence.

**Caution: any package returned to STid without an RMA number or shipped outside of the applicable RMA timeframe will not be processed.** A new RMA number must be obtained due to customer's failure to adhere to the STid RMA process. The Product must be returned to STid in a testable condition (important physical damages on the reader, badges cannot be cut in half ...) otherwise the warranty is invalidated.

STid evaluates the product

Upon STid's receipt of the warranty-return product from the customer, STid will evaluate the product to determine if it is covered under STid's warranty. If STid determines the product is covered under its warranty, STid will take the corrective warranty action described in this Warranty Policy, depending on the kind of product. **The customer agrees to pay STid a minimum per unit administrative fees of \$50,00 (excluding applicable taxes) plus applicable shipping costs for all other products evaluated by STid and determined not to be defective or covered by warranty.**



#### IV. OTHER WARRANTY SPECIFIC CONDITIONS

##### Extended product warranties

STid can offer extended warranties for some products for an additional fee, through authorized customers. Contact our sales and customer service for more information on such extended product warranty programs, fees and information.

##### Evaluation of out of warranty products

Upon request, STid may evaluate products which are not under warranty. If STid agrees to perform an evaluation, a minimum per unit administrative fees of **\$50,00 (excluding applicable taxes) plus applicable shipping costs** will be applied to each evaluated product.

##### Non-warranty repair charges

STid may agree to repair some products which are out of warranty. Contact your STid sales representative, our customer service or technical support for applicable rates and charges.

#### V. WARRANTY EXCLUSIONS

STid provides the below non-exhaustive listing of items excluded from warranty coverage:

- any damages to the product caused by neglect, improper handling or use, poor storage conditions, unsuitable assembly, poor maintenance, unsuitable repair or intervention, preparation, installation of the product, fire, accident or other external cause.
- any misused product or product whose usage is not in accordance and in strict compliance with instructions and Documentation as defined in the Terms and Conditions of Sale.
- any product which has undergone even the slightest modification or change without STid approval.
- any product or its components considered as consumables such as lights or batteries for instance or
- any damage other consumable parts, such as protective coatings that are designed to diminish over time, or cosmetic damages (normal wear and tear or otherwise due to the normal aging of the Product), including but not limited to scratches and dents unless failure has occurred due to a defect in materials or workmanship.
- any call-out and installation fees (for assembly and dismantling) as well as transport costs (to and from the repair center) and maintenance fees.
- any free product which has been used for demonstration or display.
- the durability in time of custom prints. In fact, many factors can affect use of the reader (weather conditions, exposure to UV light, usage conditions, maintenance, etc.), STid cannot guarantee the durability of the print rendering throughout product service life. Consequently, STid cannot guarantee the durability of tamponography or digital UV printing on the readers and cannot be liable in this respect.

The STid warranty does not cover any incidental, special or consequential damages, including but not limited to economic loss, lost profits, or lost earnings. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply. This warranty provides specific legal rights, and customers may also have other rights, which rights vary from jurisdiction-to-jurisdiction.

#### VI. WARRANTY DISCLAIMER

This warranty policy sets for the full extent of STid's warranty responsibility. Repair, replacement or credit in the purchase price amount paid for the applicable defective product, at STid's sole option as indicated in this document, is customer's exclusive remedy. This warranty is provided in lieu of all other express, implied and statutory warranties. All other warranties, express, implied or statutory, including without limitation implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights, are specifically excluded.

To the extent the foregoing disclaimers are not permitted by applicable law, any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the applicable warranty period as provided herein. Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply.

#### ANNEX 1. PRODUCT WARRANTY PERIODS

The following STid products offer a **Lifetime Warranty Period**, unless otherwise noted:

##### Physical Access Control readers:

- STid Architect® Blue RFID MIFARE® & Bluetooth® readers (ARCS Blue-A)
- STid Architect® Secure RFID MIFARE® readers (ARCS-A)
- STid Architect® RFID MIFARE® readers (ARC-A)
- STid Architect® RFID LEGIC® readers (ARC-L)
- STid Architect® Blue RFID MIFARE® & Bluetooth® Desktop readers/encoders (ARCS Blue-G)
- STid Architect® Secure RFID MIFARE® Desktop readers/encoders (ARCS-G)
- STid Architect® RFID MIFARE® Desktop readers/encoders (ARC-G)
- STid Architect® RFID LEGIC® Desktop readers/encoders (ARC-L Desktop)
- STid Architect® One RFID MIFARE® mullion readers (ARC1)
- STid WAL RFID MIFARE® Wall Switch readers (WAL2 & WAL3)
- STid LXM RFID 125 kHz readers (LXM)

The **Lifetime Warranty** only applies to products installed by skilled and experienced personal with the necessary trade qualifications to install according to the highest standards, respecting the standards, instructions and guidelines defined by STid and according to the recommended specifications.

The following STid products offer a three (3) year Warranty Period, unless otherwise noted:

##### Credentials:

- STid IronTag® Aero Flyable On-Metal Tags
- STid IronTag® Xtrem High Performance On-Metal Tags
- STid IronTag® Flex High Memory Flexible On-Metal Tags
- STid IronTag® 360 Flexible On-Metal Tags

All the other STid products offer a **One (1) Year Warranty Period**. An exhaustive list of warranted products can be sent upon request.

*\*MIFARE®, LEGIC® and Bluetooth® are respectively trademarks of NXP B.V., LEGIC® and Bluetooth®.*