

Onity[®] Hospitality & Commercial Products

Return & Warranty Policy

This **Return & Warranty Policy** (this “Policy”) applies to certain products purchased from Onity Inc. (“Onity” or “we” or “us”) by an end-user or agent of the end-user (including Onity-approved dealer, distributor, or reseller, collectively “Dealers”), and the product is ultimately owned or licensed by the end-user (“Customer” or “you”).

The terms and conditions of this Policy are subject to change in Onity’s sole discretion. The most recent version of this Policy controls and will generally be available at the Onity website at <https://www.onity.com/en/us/support/> in the “Guarantee” section. It is your responsibility to periodically review Onity’s website for changes in this Policy. If you have questions about this Policy, please contact the Onity customer service center or your sales representative.

All periods of days set forth herein are calendar days unless otherwise stated.

Onity products are not intended for personal or household use.

Warranty Coverage and Exclusions

Coverage: Onity provides a limited warranty (“Warranty”) on certain Onity-manufactured products as described in this Policy (“Products”). Products purchased from Onity for aftermarket use and Products sold by Onity shall be subject to this Warranty. Onity also provides a limited warranty for installation work performed by Onity certified installers, as described in this Policy (“Installation”). Installation does not include installation work performed by a Dealer or any third-party other than an Onity-certified installer, and no installation or other work performed by a Dealer shall be covered by this Warranty. During the applicable Warranty period, the Products are warranted to be free from defects in material and workmanship. Onity reserves the right, as determined in its sole discretion, to either replace any Product under Warranty with new or refurbished Product, or to refund the original purchase price. During the applicable Warranty period, the Installation is warranted to be free from defects in Installation service. Onity reserves the right, as determined in its sole discretion, to either correct the Installation under Warranty, or to refund the original purchase price. **Only customers who are current with payments to Onity can make Warranty claims.**

Exclusions: Onity is not liable for, and this Warranty does not cover, any Product that Onity has determined has been subject to misuse, or abuse (including by an accident); extreme use or environmental conditions; natural disasters or acts of God; neglect; or used, installed, maintained, repaired, or altered in a manner not expressly authorized by Onity through its published Product documentation (this includes, without limitation, failure to use keycards approved by Onity and the use of spare parts that have not been expressly approved by Onity in writing). In addition, Onity shall have no liability or obligation under this Warranty with respect to problems caused by conditions beyond Onity’s reasonable control, including, without limitation, sagging doors, worn door hinges, door and frame misalignment, building settlement, door construction or deterioration or failure of a door to close, or improperly wired components, or for any special, indirect or consequential damage of any nature whatsoever. On-site support or services, other than those needed to address any covered Installation Warranty claim, are not covered under this Warranty and may be provided at Onity’s sole discretion and at the expense of the Customer at Onity’s then-current material and labor rates (including travel expenses).

Limited Warranty Repairs

If Customer is experiencing a malfunction or failure of an Onity Product or component thereof covered by the Warranty, the Customer should contact Onity Technical Support (“Tech Support”). If Onity Tech Support is unable to help the Customer resolve the malfunction or failure of the Product, then, upon authorization, evidenced by an Onity-issued returned materials authorization (RMA), Customer must, in accordance with this Policy, remove and return to Onity, at Customer’s expense, the Product for repair, replacement or refund. Onity will repair, replace or refund the Product, as Onity determines in its sole discretion. When Customer makes its original purchase of a Product, Onity recommends that Customer purchases and maintains an inventory of spare Products for backup as the Warranty does not cover, and Onity is not responsible for, providing a temporary replacement or loaner Product while the Customer’s Warranty claim is processed.

For Products purchased through a Dealer, the Dealer will be the initial contact and is responsible for notifying the Customer of available inventory and possible lead times for shipment to the end user. Onity recommends that Dealers maintain a sufficient supply to support customers during the warranty process.

If the Product is determined by Onity or its supplier, in its sole discretion, to not be in conformance with the Warranty, the repaired or replaced Product will be shipped to Customer pre-paid and insured for its full value during transit.

If the Product is determined by Onity or its supplier, in its sole discretion, to be in conformance with the Warranty, including but not limited to being in working condition or NTF (no trouble found), outside Warranty coverage period in Table 1, or otherwise excluded from Warranty coverage, then no repair, replacement or refund of the Product will be provided by Onity, and Onity will ship the Product back to the Customer at cost to the Customer. If, after return of Product for Warranty repair or replacement, Onity or its supplier discovers that the returned Product was subject to any of the Warranty exclusions previously stated, then that Product will not be covered under this Warranty and will be treated as NTF. In this situation, Customer will be liable for the cost of any replacement Product provided to customer plus shipping expenses.

Customer or Dealer is responsible for removing defective Products and re-installing warranty-repaired or replacement Products at their sole expense.

Warranty Periods

Table 1 lists Warranty periods for the Products and Installation, by category. Warranty periods start as set forth in Table 1. For items that do not appear in Table 1, please contact Onity Customer Service for the applicable policy. All third-party product warranties, if any, are passed from manufacturer or supplier to Customer, and are subject to change at any time without notice. Any Warranty periods for third-party product defined below are informational only. Please contact Onity Customer Service for current third-party product warranty information. Products and Installations repaired or replaced under this Warranty shall continue to be covered under the Warranty for the Warranty Period of the original purchased Product or Installation. Products and Installations supplied for new construction projects follow the same Warranty periods as stated in Table 1 unless otherwise agreed to in writing by Onity and signed by an authorized Onity representative.

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	Product	Warranty Period
Onity Locking Systems	Guestroom Locksets	2 years from date of shipment*
	Front Desk Card Encoders	
	Portable Programmers and Exit Device Components for Lockset	
	<i>Note: Used/refurbished products are warranted for 90 days from shipment date</i>	
Onity Supplied Equipment	Computer Systems	1 year from date of shipment*
	Safes	
Other	Installation performed by Onity-certified installer under active contract with Onity (<i>Locking Systems only</i>)	30 days from date installation complete
	Battery	None
	Key Cards	None
	3 rd Party Products – per manufacturer/supplier warranty, if any	Call Customer Service for Current Info

*"Date of Shipment" means date Onity or the Dealer ships the Product to the purchaser.

Telephone Technical Support

There is no cost to receive telephone technical support for Products currently under Warranty. Telephone technical support is provided at Customer's expense if Onity Product is not covered under Warranty. If Customer has questions about, or experiences a problem with, any Product covered under this Warranty, Customer should contact Tech Support immediately. As a condition to assisting the Customer, Customer is required to have the following information ready to provide to Tech Support.

- Property owner name
- Customer name (if different from the property owner)
- Property address where product is located
- Order number
- Date of Product shipment
- Contact name
- Contact telephone number
- Contact email address

Telephone support provided for a Product outside the scope of this Warranty will be charged to Customer and billed at the time of support/service at Onity's sole discretion.

Onity Technical Support is available between 5 a.m. and 7 p.m. PST. Emergency support is also available (e.g. safety issue or complete outage) between the hours of 7:00 p.m. and 5:00 a.m. PST.

Returning Onity Products

If Onity or its supplier determines that the Product is not in conformance with the Warranty, or must be returned for further evaluation, Onity will issue a Tech Support Case Number, which is required before a return material authorization (RMA) is issued. The Product must still be installed at the Customer location to receive a Tech Support Case Number.

Before returning any Product to Onity, you must obtain an RMA. This applies to all Product returns, including Warranty repair/replacement/refunds, non-warranty repairs, advance replacements, and original sealed Product returns. Except at Onity's sole discretion, we will not accept Product returned without a valid RMA number marked clearly on the outside of each carton to be returned; and we accept no liability for Product returned otherwise, including Product for which an RMA was not issued. Multiple Products can be returned under a single RMA number if so provided by Onity. If you ship additional Product in the same packaging without obtaining an RMA for each additional Product, you will be charged for repairing and replacing that additional Product and will be obligated to reimburse Onity for shipping the additional Product to you or pre-pay Onity to ship the additional Product to you, and pay the cost of insuring the additional Product.

Unless noted otherwise, material will ship via FedEx® or UPS®, depending on your delivery location. We insure products for their current replacement value, unless you are responsible for the shipping costs, in which case you must also pay the cost of insuring the Products. If requested by Customer, Onity will ship via Customer's FedEx or UPS account provided that Customer timely provides all shipping account information to Onity; and Onity is not responsible for any cost or liability for shipping using Customer's account.

To obtain an RMA, you will need to have the Product and the following information available:

- Customer account #
- Original PO
- New PO number (required for non-warranty repairs)
- Product part number
- Product serial number (if applicable)
- Current property owner name
- Tech Support Case Number (if applicable)
- Extended warranty information (if applicable)

Customer Service will provide you with an RMA number and an RMA acknowledgment that confirms your request.

Once an RMA is assigned, repackage the Product as described in the section entitled "Packaging your shipment" and attach the RMA/ARMA return location address and bar code section from the acknowledgement to the outside of the package.

All Products must be returned freight prepaid within thirty (30) days after the RMA is issued. An RMA will be cancelled after thirty (30) days, in which case a new RMA must be obtained.

We will not accept unauthorized returns or freight collect/COD returns; we will return these to you at your expense.

The RMA number and the Product authorized for return must match Onity records as a condition to the return being authorized. Each returned shipment of Product must have an RMA number and must be packaged with its RMA shipping return label. All RMA and other requirements for return shall apply to Customer's returning of the Product to Onity. If Customer returns any Product not in compliance with all return requirements, Onity may, in its sole discretion, reject receipt of delivery of the returned Product, or charge Customer for repair or replacement, and the cost of shipping and insuring the Product while in transit.

Onity, in its sole discretion, will evaluate Product returned to determine Warranty coverage and will resolve any questions that may arise during evaluation to make a final determination.

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Returning New, Unused Onity Products

Customer may, at its option, return new, unused, factory-sealed Product ordered directly from Onity or from a Dealer within thirty (30) days after date of original shipment of the Products by Onity or the Dealer, for a refund or credit of the original purchase price less a twenty percent (20%) restocking fee. Product returned after this period, special order or custom items cannot be returned and are not eligible for credit. In accordance with this Policy, Customer must have an RMA to return Product and is responsible for packaging and shipping the returned Product and assumes all risk of loss or damage to the returned Product during transit.

Repairs/ Non-Warranty Repairs

Customer will be charged for all repairs, replacements and shipping costs for Products that are not covered under this Warranty, based on Onity's then-current prices.

Eligible products receiving non-warranty repairs are granted a limited Warranty on actual repair materials and workmanship of ninety (90) days from the date of shipment of the repaired product from Onity back to the Customer following the non-warranty repair.

Packaging Your Shipment

Customer is responsible for protecting the value of returned Products by packaging and shipping them correctly. The risk of loss for Products being returned to Onity remains with Customer until received and accepted by Onity at the Onity location designated in the RMA. Customer is responsible for compliance with all laws and regulations related to shipping any Product to Onity including, without limitation, laws and regulations related to the shipment of regulated or hazardous materials. Customer agrees to indemnify Onity from all losses and liabilities to Onity arising out of Customer's failure to comply with applicable laws and regulations related to shipping. Onity reserves the right to deny Warranty coverage for any damage caused during return transit, as well as by failure to meet the following packaging requirements:

- All electronic components must be taped and/or contained in original electrostatic protective packaging or an equivalent substitute.
- All parts must be packed securely inside the external shipping carton to prevent mechanical or other damage.
- External packaging must be sufficient to protect the contents from the usual hazards of shipping.
- Returned products should be addressed to the correct legal entity name set forth in the RMA.
- Returned shipment must be packaged with its RMA shipping return label. If any product is returned without an RMA number, Onity may reject receipt of delivery of the returned Product, or charge Customer for repair or replacement and the cost of shipping and insuring the product while in transit.
- When returning product, please use a traceable method of shipment (such as UPS or FedEx ground). Customer is responsible for the cost of shipping and insuring returns for the full value.
- When shipping products, print in bold letters both on the outside and inside of each box and package the RMA number, Onity's mailing address and the return address.

-If a shipment consists of more than one box, each box must be numbered and marked "box _ of _ boxes". Each returned product must be properly wrapped to protect from damage while in transit. Onity will not be responsible for any damage or loss which occurs

during the return transit, which may impact Onity's Warranty coverage determination.

Further, the return of such products to Onity shall comply fully with export administration and control laws and regulations of the United States, and other applicable jurisdictions, and any amendments of such laws and regulations.

Service and Support Contacts

Onity Customer Service

- Phone: 1.800.424.1433
- E-mail: customerservice.onity@carrier.com

Onity Technical Support

- Phone: 1.800.424.1433
- E-mail: onity.helpdesk@carrier.com

Advance Replacement

During the Warranty Period, Onity, in its sole discretion, may offer advance replacement, pursuant to which Onity ships a replacement Product (new or refurbished at Onity discretion) to Customer (via standard shipping) in advance of Onity receiving the returned Product or completing its Warranty coverage determination ("Advance Replacement"). Advance Replacement applies to only the following Onity locking hardware and systems: Serene, Trillium, and CT30, and their related components. If a Product is part of a kit, you return only the Product you believe is subject to the Warranty (i.e., you do not return the remainder of the kit); and we will replace only that Product through Advance Replacement. The RMA for an Advance Replacement will be open for thirty (30) days from date issued by Onity. If returned Product is received within such 30-day period, the RMA will be closed and Customer will be credited for the Advance Replacement Product cost. If returned Product is not received by Onity within such 30-day period, or if the returned Product is found not to be covered by the Warranty, the RMA will be canceled and Customer will be responsible for the then current retail price of the Advance Replacement Product. Advance Replacements will be invoiced at shipment and credited upon receipt of the returned Product and confirmation that returned Product is covered by the Warranty; provided, however, that if we determine that the returned Product is not covered by the Warranty, we will issue no credit, you will remain responsible for paying the invoice, and we will return such Product to you at your expense.

Extended Warranty

In addition to this Warranty, Onity offers an optional, extended warranty plan on certain of the Products for a fee at the expiration of the Warranty periods detailed in Table 1 of this Policy. Please contact the Onity Extended Warranty Team for information regarding Onity extended warranty plans.

- Phone: 1.800.424.1433
- E-mail: onitybusiness.services@carrier.com

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General Information

As it pertains to Products, this Warranty is assignable from the original job contractor to the property owner, and from the original property owner to a new property owner who purchases the property and operates it for the original purpose for which it was built or retrofitted. In any other case or assignment or transfer, the Warranty is null and void. The Warranty is also null and void if Customer, job contractor, or any relevant property owner has not paid Onity in full for the Products and Installation covered by the Warranty.

In the event of a dispute regarding the interpretation or applicability of this Warranty, Onity, in its sole discretion, shall make the final determination of whether this Warranty applies and, if it does, the interpretation of the terms and conditions of this Warranty.

THE FOREGOING WARRANTIES ARE EXPRESSLY GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, WHICH ARE HEREBY DISCLAIMED. UNLESS EXPLICITLY STATED IN THIS POLICY, THERE IS NO OTHER WARRANTY. THE WARRANTIES MADE IN THIS POLICY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DEALER, OR OTHER PERSON, WHATSOEVER.

LIMITATION OF LIABILITY

ONITY AND ITS PARENT, AFFILIATES AND DEALERS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ONITY AND ITS PARENTS', AFFILIATES' AND DEALERS' SOLE AND EXCLUSIVE LIABILITY, WHETHER FOUNDED IN STATUTE, CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT OR REFUND OF THE PRODUCTS AS IDENTIFIED ABOVE, SUBJECT TO THE LIMITATIONS STATED HEREIN.