

The Firebeam Company - Five (5) Year Limited Warranty - Worldwide

For the Firebeam Xtra Optical Beam Smoke Detector

WARRANTY COVERAGE

The Firebeam Company warranty obligations are limited to the terms set forth below: The Firebeam Company, as defined below, warrants this The Firebeam Company-branded hardware product against defects in materials and workmanship under normal use for a period of Five (5) YEARS from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option, The Firebeam Company will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. The Firebeam Company may request that you replace defective parts with new or refurbished user-installable parts that The Firebeam Company provides in fulfillment of its warranty obligation. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by The Firebeam Company, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes The Firebeam Company's property. Parts provided by The Firebeam Company in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to The Firebeam Company and becomes The Firebeam Company's property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for The Firebeam Company that can be identified by the "The Firebeam Company" trade mark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-The Firebeam Company hardware products or any software, even if packaged or sold with The Firebeam Company hardware. Manufacturers, suppliers or publishers, other than The Firebeam Company, may provide their own warranties to the end user purchaser, but The Firebeam Company, in so far as permitted by law, provides their products "as is". Software distributed by The Firebeam Company with or without The Firebeam Company brand name (including, but not limited to system software) is not covered under this Limited Warranty.

The Firebeam Company does not warrant that the operation of the product will be uninterrupted or error-free. The Firebeam Company is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-The Firebeam Company products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by The Firebeam Company; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of The Firebeam Company or a Firebeam Company Authorised Service Provider; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of The Firebeam Company; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (g) if any The Firebeam Company serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, THE FIREBEAM COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF THE FIREBEAM COMPANY CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY THE FIREBEAM COMPANY IN ITS SOLE DISCRETION. Not The Firebeam Company reseller, agent, or employee is authorised to make any modification, extension or addition to this warranty.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, THE FIREBEAM COMPANY IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE FIREBEAM COMPANY PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. THE FIREBEAM COMPANY DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

CONSUMER PROTECTION LAWS

FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by country, state or province.

This Limited Warranty is governed by and construed under the laws of the country in which the product purchase took place. The Firebeam Company, the warrantor under this Limited Warranty, is identified at the end of this document according to the country or region in which the product purchase took place.

The Firebeam Company 2019

