

Onity

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 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 www.onity.com. 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 only intended for hospitality and commercial use, and are not intended for personal or household use.

Warranty Coverage and Exclusions

Coverage: Onity provides a limited warranty (“Warranty”) on certain Onity-manufactured products (“Products”), as described in this Policy. 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, as described in this Policy (does not include installations performed by an authorized Dealer, which shall be Dealer responsibility). 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 replace any Product under Warranty with new or refurbished Product or to refund the 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) or extreme environmental conditions; natural disasters or acts of God; neglect; or maintained, repaired, or altered in a manner not expressly authorized by Onity through its published Product documentation (this includes, without limitation, the use of spare parts with Products that have not been expressly approved by Onity in writing). 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. On-site support or services 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 Locking System or components, the Customer should contact Onity Technical Support (“Tech Support”) for solution support. If 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 or replacement. Onity will repair or replace 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. Customer is responsible to temporarily replace the Product with one in Customer’s spare inventory.

For products purchased through an Onity approved Dealer, the Dealer will be the initial contact and is responsible for notifying the end user 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 Customer is experiencing a malfunction or failure of an Energy Management System Product during the applicable Warranty Period, the Onity-approved Dealer should contact EMS@Onity.com for solution support and include the following information:

- Dealer name
- Dealer account number
- Installed location project name
- Original PO number for project
- Dealer contact name
- Dealer contact phone number
- Dealer contact e-mail address

If the Product is determined by Onity or its supplier, in its sole discretion, to be defective, the repaired or replaced Product will be shipped 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 working condition or no trouble found (“NTF”) or outside warranty coverage in Table 1, then no compensation for the cost 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 Product provided to customer plus shipping expenses.

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

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Warranty Period

Table 1 lists Warranty durations for the Products, sorted by category (“Warranty Period”). The Warranty Period starts as set forth in Table 1. For items that do not appear in Table 1, please contact Customer Service for the applicable policy. All third-party product warranties are passed from manufacturer and are subject to change at any time. Any Warranty Period for third-party product defined below is informational only. Please contact Onity’s Customer Service for the current third-party warranty information. Products repaired or replaced under this Warranty shall continue to be covered under the Warranty for the Warranty Period of the original purchased Product. Products supplied for new construction projects follow the same Warranty Period as stated in Table 1 unless otherwise agreed to in writing by Onity and signed by an authorized Onity representative.

TABLE 1: Limited Warranty Product Periods		
	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>	
(Non – EMS) Onity Supplied Equipment	Computer Systems	1 year from date of shipment
	Safes	
Onity Energy Management Systems	Energy Management Systems <i>(Note: There are no repairs/refurbish options for EMS, only replacement.)</i>	1 year from date of shipment
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
	Third Party Products – per manufacturer Warranty	Call Customer Service for Current Info

Telephone Technical Support (Non-EMS)

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 name
- Customer or property owner name
- Property address where product is located
- Telephone number
- Contact name

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.

Technical Support is available between 5:00 a.m. and 7:00 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.

Note: Energy Management Systems (EMS) first line of support is for customer to contact EMS Dealer. EMS Dealer escalates to Onity via EMS@Onity.com and should include the following information:

- Subject Line: EMS Support Required
- Dealer name
- Dealer account number
- Installed location project name
- Original PO number for project
- Dealer contact name
- Dealer contact phone number
- Dealer contact e-mail address

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Returning Onity Products

If Onity or its supplier determines that the Product is defective or must be returned for further evaluation, Onity will issue a Tech Support Case Number, which is required before an RMA is issued. *Note: Customer works directly with Dealer on EMS product returns. In addition to an Onity RMA, EMS returns will have a Supplier RMA number and does not require a Tech Support Case Number. Upon notification to Onity an EMS RMA process will be initiated.*

Before returning any Product to Onity, you must obtain an RMA. This applies to all Product returns, including warranty repair/replacements, non-warranty repairs, advance replacements, and original sealed Product returns. At Onity's sole discretion, we will not accept Product returned without a valid RMA number (plus supplier RMA number for EMS) 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 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 have 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, and should arrive within two to five (2-5) business days after the date of shipping. 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 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 ready:

- Property name
- Customer or property owner name
- Property address where product is located
- Telephone number
- Contact 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 (and supplier RMA number for EMS product) is assigned, repackage the Product as described in the section entitled "Packaging Your Shipment" and attach the RMA/supplier RMA 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 obtaining an RMA. An RMA may 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, at Onity's 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.

Returning New, Unused Onity Products

New, unused, factory-sealed Product ordered and returned to Onity within the first thirty (30) days after receipt will be subject to a twenty percent (20%) restocking fee. Product returned after this period, special order or custom items, and new/unused EMS Product cannot be returned and are not eligible for credit. Customer shall be liable for the purchase price which shall be immediately due and payable. In accordance with this Policy, Customer must have an RMA to return Product and is responsible for the packaging and shipping of the returned Product and assumes all risk of loss or damage to the equipment or material in 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 only of ninety (90) days from the date of shipment from Onity 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 to the extent applicable. 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 by failing to meet the following packaging requirements:

- All electronic components must be taped and/or contained in original electrostatic protective packaging or an equivalent substitute.

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- 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 entity name set forth in the RMA.
- Returned shipment must be packaged with its RMA shipping return label. If any equipment is returned without an RMA number, Onity may reject receipt of delivery of the returned products, or charge Customer for repair or replacement and the cost of shipping and insuring the products while in transit.
- When returning products, 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.
- For EMS product, Onity will supply a call tag, with shipping included, for direct shipment to supplier. When shipping, please print the RMA and supplier RMA numbers in bold letters both on the outside and inside of each box and package, along with supplier mailing address and return address.
- When shipping non-EMS 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.
- If products are being returned to Onity from outside the United States, the stated value of the returned products for customs should be greater than zero and typically should be equivalent to the purchase price of the returned products. Further, the return of such products to Onity must comply fully with export administration and control laws and regulations of the United States government, and other applicable jurisdictions, and any amendments of such laws and regulations.

Service and Support Contacts

Onity Customer Service

- Phone: 1.800.424.1433 option 2
- E-mail: RMA@onity.com
- E-mail: customerservice@onity.com

Onity Technical Support

- Phone: 1.800.424.1433 option 1
- E-mail: Onity.Helpdesk@Onity.com

EMS Dealer Support

- Email: EMS@Onity.com

Advance Replacement

During the Warranty Period, Onity 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 ("Advance Replacement"). Advance Replacement applies to EMS products as well as certain locking systems and components. If Product is part of a kit, you shall return only the defective product (i.e., you do not return the remainder of the kit); and we will replace only the defective product through Advance Replacement. The RMA for an Advance Replacement will be open for thirty (30) days. 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, the RMA will be canceled and Customer will be responsible for the retail price of the Advance Replacement Product. Advance Replacements will be invoiced at shipment and credited upon receipt of the returned Product; provided, however, that if we determine that the returned Product is in good working order or that performance issues were due to improper installation, misuse, abuse, or other user-related causes (as described in this Policy), 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 extended warranty plan on Locking Systems (not offered for EMS products) for a fee at the expiration of the Warranty Period 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 option 4
- E-mail: onitybusiness.services@onity.com

General Information

In the case of EMS products, this Warranty is between the Dealer, Onity, and its suppliers.

As it pertains to Locking Systems, this Warranty is assignable from the job contractor to the property owner, including a property owner who purchases the property and operates it in the original purpose for which it was built or retrofitted. In any other case the Warranty is null and void. The Warranty is also null and void if Customer or the contractor or the previous property owner has not paid Onity in full for the material and services we were contracted to provide.

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.

NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. UNLESS EXPLICITLY STATED IN THIS POLICY, THERE IS NO OTHER WARRANTY.