

# SECURA KEY LIMITED WARRANTY & TERMS & CONDITIONS

## EFFECTIVE JANUARY 1, 2014

### Introduction

This *Return and Warranty Policy Statement* applies to Secura Key manufactured equipment purchased directly from Secura Key. For other manufacturer's products supplied by Secura Key, refer to those manufacturers' Warranty Policy for details. If you have acquired Secura Key equipment through a distributor, contact them to return the equipment to the place of purchase. **The terms of Secura Key's Return and Warranty Policy have changed significantly for 2014, so please read this document carefully.** As all statements herein are subject to change, please check our website at [www.securakey.com](http://www.securakey.com) for the latest policy. **If you have questions about this policy, contact Secura Key Customer Service (800) 891-0020. Effective date of this policy: January 1, 2014**

### Secura Key Limited Warranty (United States and Canada)

**Secura Key products are warranted against defects in materials and assembly for three (3) years.** In the event that any Secura Key manufactured product fails to perform as intended during the warranty period, Secura Key will replace the defective product with a new or refurbished product. This is subject to the equipment being installed in accordance with the instructions and used appropriately in suitable conditions. **The warranty period begins on the date of shipment from our factory, or if sold through a Distributor, on the date of sale (original receipt or documentation is required).** This warranty does not include your cost for taxes, duties, or installation expenses.

**Warranty claims require a Return Material Authorization (RMA).** Simply call our Technical Support Department at **877-850-3452** for help in evaluating your problem. If no resolution is achieved over the phone, request an RMA Request form, and then complete and submit the form to Secura Key to initiate the Warranty process. Refer to Secura Key's website for a downloadable RMA form.

Return of **E\*TAG® AND RADIO KEY® READER AND CARD** defective products shall be at the discretion of Secura Key. Customer must retain the defective product for a thirty (30) day period following the issuance of the RMA, during which time Secura Key reserves the right to request return of the defective product. Products must be returned if requested, freight prepaid. If requested defective products are not returned within 30 days, the customer account is subject to full cost of the replacement unit. **Return of Touchcard™ and Control Panel defective product is always required,** and must be done within 30 days or customer account is subject to full cost of the replacement unit.

### Warranty Exclusions

- Products which have failed due to vandalism, willful damage, installation errors, inappropriate electrical loading, mis-use and "Acts of God" such as lightning, fire, flood, hurricane, etc.
- Cards that have been modified by third parties after sale in a manner that affects performance of the card.
- Reader Modules, Code Strips, Tags or Inserts that are embedded into other products - these are covered by a separate warranty – check with factory.
- Products where the serial number has been defaced or removed.
- Products not manufactured by Secura Key are covered by their own original manufacturers' warranty. These include but are not limited to SK-KPM/S (Barantec), NETCONV (B&B Electronics), SK-LAN (Lantronix), SK-MDM (U.S. Robotics), SK-IDPTR-1-7 (Ultra Magicard), SK-BAT (Union Battery), SK-USB (Belkin), DTK-XR/CR (Ditek). Please contact SECURA KEY Customer Service for warranty, repair or replacement instructions.
- Software – all software is provided on an as-is basis without warranty, and it is non-returnable once the packaging is opened. Software media (memory stick or CD-ROM) is warranted against defects for 90 days. Telephone Technical Support will be provided at no charge during normal business hours, and software updates will be available at no charge at Secura Key's sole discretion. Secura Key does not grant any warranty with respect to any Software Program, and no warranties of any kind, whether written or oral, implied or statutory, including warranties of merchantability or fitness for a particular purpose, shall apply.

### Warranty Limitations

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. SECURAKEY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedies provided herein are the buyers' sole and exclusive remedies. In no event shall Secura Key be liable for damages in excess of the purchase price of the product, for direct, indirect, special, incidental or consequential damages (including loss of profits) arising out of the installation, use, or inability to use such product, or loss resulting from the operation or performance of any third party product or any systems in which a Secura Key product is incorporated, whether based on contract, tort or any other legal theory.

### Export Warranty (All countries except U.S and Canada)

**"Secura Key products are warranted against defects in materials and workmanship for a period of five (5) years from the date of purchase.** Secura Key shall replace products which prove to be defective and are sent to Secura Key freight prepaid within the warranty period. Return freight will be charged to customer. This warranty does not include freight, taxes, duties, or installation expenses. The foregoing warranty shall not apply to defects resulting from abuse, misuse, accident, alteration, neglect, unauthorized repair or installation, and "Acts of God", such as lightning, fire, flood, hurricane, etc. Secura Key shall have the right of final determination as to the existence and cause of the defect. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. SECURA KEY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedies provided herein are the buyers' sole and exclusive remedies. In no event shall Secura Key be liable for direct, indirect, special, incidental or consequential damages (including loss of profits), whether based on contract, tort or any other legal theory."

### Warranty replacements

Subject to the terms of the limited warranty in effect at the time of purchase, Secura Key will replace a product that fails to operate as intended within the product's warranty period. Products will be replaced with new or reconditioned products at Secura Key's sole discretion. For all warranty replacements, Secura Key will ship replacement equipment via UPS Ground at no additional charge. If you request expedited return shipping, we will charge for the shipping cost. In most cases, **E\*TAG® AND RADIO KEY® READER AND CARD defective products** will be replaced as soon as the RMA is acknowledged, subject to standard lead times. Return of the defective products may be required at Secura Key's sole discretion within 30 days of the RMA, so the customer must retain the defective product for 30 days.



# TERMS AND CONDITIONS

## LIMITED WARRANTY

**Touchcard™ and Control Panel** defective product must be returned to the factory within 30 days of the issuance of the RMA, or the customer account will be charged the full cost of the replacement product.

If Secura Key agrees to replace a defective product under the terms of this warranty, no extension of the original warranty period will occur.

### Non-warranty replacements

Non-warranty replacements are granted a warranty of 180 calendar days for all products. For all non-warranty replacements, even if no trouble is found with the returned unit, Secura Key charges a fixed price for the replacement unit (see current price list). At its sole option, Secura Key may replace your equipment with equivalent reconditioned equipment. A New Purchase Order is required for all non-warranty replacements.

For all Non-Warranty Replacements, you must ship the defective unit to Secura Key within 30 days, or you will be charged the full price of the replacement unit, less the non-warranty replacement cost. Return shipping charges are the Customer's responsibility and will be added to the invoice.

### Credit returns

At its sole discretion, Secura Key will issue the Customer a credit equal to the purchase price, minus a fifteen percent (15%) restocking charge, for all Secura Key approved returns for Standard Products (excluding Software Products). Standard Products may only be returned for credit within 90 days of the date of purchase from Secura Key. The Standard Product must be new and in complete original factory packaging with the unbroken original seal. Credit will not be issued for damaged, shop worn or previously installed Standard Products, or for Standard Products which have missing parts or which have defaced or damaged packaging. Freight to Secura Key's facility will be at Customer's expense. No Custom Products (including, without limitation, custom cards, standard cards, tags, keys, or transponders that have been programmed, encoded or marked to customer specifications, or custom-built readers with customer-specified hardware or firmware) can be returned to Secura Key for credit for any reason other than for a warranted Product defect.

### Procedures For Replacement or Return of SECURA KEY products

Before you can return any product to Secura Key and/or obtain a warranty replacement, you must request a return material authorization (RMA) number. This applies to all product returns, including:

- Warranty repair/replacements
- Non-warranty repairs
- Credit returns.

### To obtain an RMA

**1. Contact Secura Key Technical Support at 877-850-3452.** Tech Support will help you to correct the problem or quickly confirm that the product is defective. **Tech Support will issue a Ticket Number (not the same as an RMA Number) which must be included on the RMA form (This is not necessary for credit returns).** If the product is defective, you will need to submit an RMA Request Form to receive an RMA number. (Our RMA department will gladly assist you with this process – contact them at [rma@securakey.com](mailto:rma@securakey.com).)

**You MUST have an account with Secura Key to obtain an RMA. If you purchased the product through a Dealer or Distributor, it must be returned through the Dealer or Distributor.**

**2. Submit the RMA Request Form to Secura Key RMA Department.** We can fax or email a copy of the blank form to you, or you may obtain a downloadable form from the Secura Key website (click on Support, Sales & Service, RMA Policy).

#### **To complete the RMA Request form you will need the following information:**

- Ticket Number from Tech Support
- Original Invoice Number and/or Product Serial Number
- Model number or part number
- Reason the product is being returned

**3. We will fax or e-mail the RMA acknowledgment form to you, which confirms your request and provides you with an RMA Number.**

**4. If you need to return product(s) to Secura Key under an RMA:**

- a) Repackage the product appropriately to cushion and protect the product from damage, and include a copy of the RMA acknowledgement form. **Print the RMA Number on the outside of the package. Packages received without the RMA number written on the outside of the package may be refused and returned to you at your expense.**
- b) Send the product to Secura Key RMA Department, 20301 Nordhoff St., Chatsworth, CA 91311
- c) **All products must be returned freight prepaid within 30 days of obtaining an RMA.** We will not accept unauthorized returns or freight collect returns; we will return these to you at your expense.

If a returned product contains parts that are no longer available or repairable, we will contact you to discuss resolution and return of the material. If the customer returns defective products to Secura Key and those products are replaced, credit is issued, or the products are determined to be unrepairable, those products will become the property of Secura Key.

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