



Quote#: {{OPPORTUNITY\_QUOTE\_NUMBERV}}

## Orion Entrance Control, Inc. Star Manufacturer Support Agreements - Terms and Conditions

The Star Manufacturer Support Agreements issued by Orion Entrance Control, Inc. ("Orion ECI") are subject to these Terms and Conditions. Each Orion ECI Star Manufacturer Support Agreement ("MSA") includes and is based upon the specific level of service which you as a Customer of Orion ECI have determined will suit your needs.

**1. Terms and Conditions.** Any Manufacturer Support Agreement is not a contract of insurance. It will cover the events and provide the services that are described in the MSA chosen. The Manufacturer Support Agreement applies only to the Customer of Orion ECI who purchased an Orion Entrance Control Solution (the "Product") and the Manufacturer Support Agreement from Orion ECI, or to a party to whom the MSA has been transferred with the approval of Orion ECI, as provided herein. The original Customer or the party to whom the MSA has been transferred shall be referred to as the "Customer."

**2. Currency And Payment.** All prices quoted are in U.S. currency unless otherwise stated. Orion ECI requires a signed Purchase Order to initiate an invoice for payment. There are 2 typical payment options: (1) payment in full for the entire term of the MSA; or (2) annual payments invoiced once yearly, in advance. Invoices are due upon receipt. Special payment terms may be arranged, by written agreement between the Customer and Orion ECI. Orion ECI reserves the right to withhold any services in the event of any overdue payment under this MSA or any other account with the Customer. Cancellations. Once the product has been paid for, there are no cancellation or returns.

**3. Coverage Term.** Subject to the terms herein, this Manufacturer Support Agreement shall run for the designated period of time chosen. If no specific period of time has been chosen, the MSA will run for one (1) year periods of time, subject to renewal, as described herein. The MSA may not be cancelled during the coverage term, and no refunds will be issued by Orion ECI.

**4. What Is Covered.** This Manufacturer Support Agreement covers electronic components necessary to return the Product to normal working condition, due to damage resulting from failure of an electronic component. This MSA covers only Products used for their intended purposes and is subject to the exclusions defined herein. In addressing issues under this MSA, at its option and in its sole discretion, Orion ECI may replace the Product with a Product of like kind and quality, not exceeding the original cost of the Product.

**5. Service Cases And Tech Support.** When service or support is needed under this MSA, the Customer must contact the **Orion ECI Tech Support Line 603-527-4188**. This call will initiate a "Support Case" in the Orion ECI tech support system. An Orion ECI tech support agent will then assist in assessing and troubleshooting to determine the proper resolution to the issue reported. Orion ECI's support may be provided by telephone or video call, in the Orion ECI tech support agent's discretion. To the extent that diagnosis confirms a hardware failure (see **RMA Policy** below), Orion ECI tech support will assist in arranging parts and service for the Product.

**6. Parts And Return Merchandise Authorization (RMA) Policy.** Once a support case has been created, if Orion ECI tech support determines that a covered part needs replacement, a return merchandise authorization number ("RMA #") will be issued to the Orion ECI certified on-site technician, or other on-site technician. In returning parts and receiving replacement parts under this MSA, the following shall apply:

- The RMA # will be required for parts return credit.
- Orion ECI will pull the replacement part(s) from inventory (or order if applicable) for pre-shipment testing.
- Part(s) will be shipped to the address provided by the on-site technician.
- Once the replacement part(s) is received and installed, the faulty part must be returned to Orion ECI, and written return notification must be received by the Orion Customer Care Department ([service-support@orioneci.com](mailto:service-support@orioneci.com)) within 5 business days of receipt to avoid being invoiced for the replacement part. If the warranty replacement part has not been received by the Orion Customer Care Department within 14 Days of the original shipment, the Customer may be subject to invoicing covering the replacement value of the part.

[www.orioneci.com](http://www.orioneci.com)

- Faulty part(s) should be returned using the same packaging materials that the replacement came with if possible.
- All Electronic components must be placed inside the protective static bag when returned.
- Please ensure the RMA # is clearly printed on the return packaging.
- Please be sure the packing list is returned inside the box with the returned part(s).

**7. Site Environment.** The Customer may not move, disconnect, or alter components of the Product and equipment without prior notification to and approval of the Orion ECI Customer Care department. Any such action should be approved in advance and carried out in coordination with an Orion ECI certified integrator and in conjunction with Orion ECI tech support. The Customer shall maintain a clean, stable-operating environment for the Product, free of excessive humidity, dust, dirt and any other environmental concerns that could have an adverse effect. An annual preventative maintenance service is required to maximize the life cycle of your Product and to continue this MSA in place. Additional preventative maintenance is recommended for Products with a higher level of use. This will ensure the best possible user experience. A documented record of the preventative maintenance must be provided to Orion ECI to be kept on-file as part of the project history for the Product.

**8. Limit Of Liability.** Orion ECI will not be liable for any special, incidental, indirect, or consequential damages including, but not limited to, property damage, lost time, or lost data resulting from the failure of any Product or from delays in service or the inability to render service.

**9. WARRANTY DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE MSA, ORION ECI, ITS DISTRIBUTORS, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AGAINST INFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE FOR USE, OR QUALITY OF EQUIPMENT, FITNESS OR OF CAPACITY, WITH RESPECT TO ANY PRODUCT, EQUIPMENT OR COMPONENT THEREOF.

**10. Exclusions:** This Manufacturer Support Agreement does not cover:

- A.** All labor required or provided by anyone other than an Orion ECI certified technician and only that which is within the terms of the MSA.
- B.** Service required as a result of any moving or alteration of the Product, unauthorized repairs made by anyone other than an authorized Orion ECI provider, or the use of parts or supplies other than those recommended by Orion ECI.
- C.** Damage and/or other Product failure due to: accident, misuse, modification, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, alteration, fire, water or other casualty; acts or omissions that are not recommended, directed or authorized by Orion ECI in performance of service or maintenance; malfunctions of parts, attachments or programs not supplied and installed by Orion ECI; aging, obsolete or incompatible hardware or software; or the use of inferior or incompatible parts or supplies not supplied and installed by Orion ECI.
- D. Acts of God** - In any case where either party hereto is required to do or perform any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood, disease, epidemic, pandemic, or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or order, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable time," and such time shall be deemed to be extended by the period of such delay.
- E.** Service necessary because of improper storage, improper ventilation, non-compliant electrical, supply, loss or damage as a result of violation of existing federal, state and municipal codes including repairs to Product not complying with codes or reconfiguration of Product.
- F.** Cosmetic damage, non-functional parts, and expendable items.
- G.** Consumable items that can be easily replaced by the Customer.
- H.** Repair or replacement caused by defects that existed prior to this Manufacturer Support Agreement purchase and known by the Customer. In some cases, a pre-sale inspection of the equipment may be required prior to initiating the MSA.
- I.** Normal, periodic or preventative maintenance, unless part of the MSA purchased.
- J.** Upgraded, retrofit, modified, or unapproved or third party components such as card readers, biometrics, elevator dispatch, and similar items.
- K.** Upgrades to comply with changes to regulatory laws.
- L.** Cabinetry, carpentry, masonry or other miscellaneous enclosures or trim surrounding built-in Products and custom panels.
- M.** Loss or corruption of data, damage due to computer viruses, and/or the restoration of software and operating systems to the Product.
- N.** Damage to Products resulting from inadequate shipping packaging by Customer; including damage to tablets, PC's, hardware or network devices running Infinity Remote Lane Control™ software.

**11. Transferability.** This Manufacturer Support Agreement may be transferred from the original purchaser to another entity only if written notice is provided by the original purchaser, the site owner, or an authorized site representative, and approved by Orion ECI in writing. The written notice must include the name, address, and phone number of primary contact person to whom the Manufacturer Support Agreement is being transferred. Any transfer takes effect only upon written acceptance by Orion ECI.

**12. Renewal.** This Manufacturer Support Agreement may be renewed on a consecutive, year to year basis, for up to 5 years, if purchased simultaneously, and may be extended for up to another 5 years with Orion ECI approval. Orion ECI reserves the right to refuse extension at any renewal period. Any time there is a lapse in coverage for any reason, including but not limited to, failure to provide a signed agreement within the set time frame or failure to make the yearly payment by the due date, there may be additional charges to reinstate coverage. If the MSA is purchased on a year to year basis, without any lapse in coverage, the renewal price quoted will reflect the age of the Product and the prevailing service cost at the time of the renewal.

**13. Arbitration of Disputes.** All disputes arising under this Manufacturer Support Agreement shall be resolved through final and binding arbitration. To begin Arbitration, either party must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed and the arbitration will take place in the Boston office of the AAA. By agreeing to arbitration, the parties specifically agree to waive the right to a trial by jury.