Commercial Installation Warranty

Installation

All electrical equipment installed by TMS Security comes protected with a manufactures warranty, unless stated otherwise. This warranty covers the repair or replacement of defective equipment (please refer to restrictions below), but does not cover any technical support, or onsite labor for defective equipment.

The labor cost portion of your original installation invoice covers the time spent onsite during the initial installation process only; it does not include ongoing or future technical support for the installed product(s). However, technical support is available with the purchase of a service agreement. If an issue arises within the first 90 days, and it is determined by TMS Security to be the fault of the initial installation process, the cost of the service call will then be covered at no charge by TMS Security. If the issue is determined to be anything other than an installation fault, (for example, equipment failure, acts of nature, tampering, etc.) a service call fee of \$100 per hour will be charged, plus the cost of any uncovered equipment replacement. After hours and holiday rates may apply.

If applicable, the initial labor cost of networking (ie: setup of mobile devices, laptops, remote viewing, modems, routers) within your location(s) covers the initial one-time setup of your equipment. It does not include ongoing or future technical support. However, technical support is available with the purchase of service agreement. At some point, some of your hardware may run a software update. This may cause the original settings to be overwritten by the update. Recovering these settings due to software updates is not covered under the initial installation fees.

Malfunctioning/Damaged Equipment

Our installers always provide a professional installation of your equipment and ensure that all equipment is working correctly and without problems on the day(s) that it is initially installed.

In cases of malfunctioning or damaged equipment, consider the following options:

- 1. You request a technician to return to the installation location:
 - 1. If the problem is the result of a defect in the installation this service call is covered by TMS Security.
 - 2. If the problem is the result of misuse or tampering; (i.e. equipment being unplugged, wires cut or chewed, etc.), the service call is not covered and you will be charged standard labor rates \$100 per hour for the technician to come onsite, dismantle and fix issues plus the cost of any uncovered equipment.
 - 3. If the problem is the result of defective equipment covered by equipment warranty, the standard labor rates \$100 per hour apply for the technician to come onsite, dismantle and replace the faulty equipment, unless a valid service contract is in place. The hardware costs will be covered under warranty.

- 2. You decide to remove the equipment from your building, returning the malfunctioning equipment to TMS Security, where it will be determined if it can be covered under the manufacturer's warranty. If the equipment is covered by warranty, it will be repaired or replaced free of charge within 90 days. Standard labor rates \$100 per hour apply for the technician to desktop test equipment unless a valid service contract is in place. Shipping charges may apply for faster turnaround times. Customer is responsible for the pick-up and re-installation of the equipment.
- 3. Warranty does not apply to the following:
 - 1. to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship.
 - 2. to cosmetic damage, to boxes, packaging or exterior surfaces.
 - 3. to damage caused by use with another product.
 - 4. to damage caused by accident, abuse, misuse, liquid contact, fire, acts of God/nature or other external causes.
 - 5. to damage caused by operating the product outside any guidelines published by the manufacturer.
 - 6. to damage caused by service (including upgrades and expansions), performed by anyone who is not a representative of TMS Security.
 - 7. to a product that has been modified to alter functionality or capability without the written permission of TMS Security, including but not limited to installation of custom firmware or other software.
 - 8. to defects caused by normal wear and tear or otherwise due to the normal ageing of the product.
 - 9. if any serial number has been removed or defaced from the product.
 - 10. if the product is stolen or TMS Security, reasonably believes that the product is stolen based on information provided by law enforcement authorities.