

Honeywell Limited of 2 Richardson Place, North Ryde, NSW 2113 (“**Honeywell**”) gives this limited express warranty against defects (“**Warranty**”) in relation to Honeywell Fire products (“**Products**”) only to the person who originally purchased the Products directly from Honeywell (“**Original Purchaser**”). All other persons or end users, to the extent they are not the Original Purchaser, must contact their dealer, installer, or supplier for details on any potential warranty coverage. The exclusive remedies, and Honeywell’s sole liability, as to any claim under this Warranty are as set forth below. To the extent permitted by law, and in no way affecting any rights a person may have under the Australian Consumer Law, the remedies in this Warranty are in lieu of any other liability or obligation of Honeywell, including, without limitation, any liability or obligation for damage, loss, or injury (whether direct, indirect, exemplary, special, consequential, punitive or incidental) arising out of or in connection with the delivery, use, or performance of the Products. Credit, repair, or replacement (at Honeywell’s option) is the sole remedy provided under this Warranty. No extension or modification of this Warranty will be binding upon Honeywell unless set forth in writing and signed by an authorised representative of Honeywell or provided directly to the Original Purchaser by Honeywell.

If you are a “consumer” under the Australian Consumer Law, Honeywell’s goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

a. Product Warranty Terms. Subject to applicable law and compliance with the terms of this Warranty, Honeywell warrants that all Fire Products (excluding software) will be free from defects in workmanship and materials for the following periods or as set forth in a separate agreement between Honeywell and the Original Purchaser:

Twelve (12) Months from the Date of Manufacture

- Honeywell FSL-100-XX Flame Detectors
- Honeywell HLSPS Series Power Supplies
- AUScell BATT series control panel batteries
- ONYXWorks PC, standard and touch-screen monitors
- SOLO test equipment
- Honeywell VariodynD1 / VariodynONE PAVA System
- Notifier AFP-2800 fire alarm control panel

Twenty-four (24) Months from the Date of Manufacture

- Li Ion Tamer
- Honeywell XCD Gas Detectors and Accessories
- Honeywell Sensepoint Sensors
- Kendrion MDH series Magnetic Door Holders
- Xtralis VESDA Aspirating Smoke Detection & Accessories
- Xtralis VESDA Aspirating Smoke Detection & Accessories
- VESDA-E and Accessories
- VESDA Sensepoint XCL Aspirating Gas detection
- Honeywell X-618 Public Address and Voice Alarm System
- VESDA Accessories
- FAAST-X
- Honeywell X-618 Public Address and Voice Alarm System
- Notifier I-2000 Emergency Communication & Warning System

Thirty-six (36) Months from the Date of Manufacture

- All other Honeywell Fire Products

(the “**Warranty Period(s)**”). Notwithstanding the foregoing Warranty Periods, if the Original Purchaser is able to present an invoice to Honeywell for the Products covered by this Warranty, Honeywell may, at its discretion, treat the Warranty Period as having commenced on the date of shipment to the Original Purchaser. This Warranty does not cover defects caused by normal wear and tear or maintenance. Except as provided by law, Honeywell’s sole liability, and the Original Purchaser’s exclusive remedy, shall, as determined in Honeywell’s sole discretion, be limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product(s), less depreciation. The Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted under this Warranty for the remainder of the original Warranty Period, if any.

b. Warranty Exclusions. THIS WARRANTY IS NOT GIVEN IN RELATION TO, AND IS VOID IN RESPECT OF, ANY PRODUCT OR SERVICE THAT IS:

- i. software, including any subscription-based software, platform-as-a-service, infrastructure-as-a-service, or software-as-a-service;
- ii. altered or repaired by anyone other than Honeywell’s authorised employees or agents;

- iii. installed, used, serviced, or maintained in a manner that fails to conform with Honeywell’s documentation for the Product or training; or
- iv. lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of the Product (including, without limitation, damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including, without limitation, lightning or related voltage surges); or (C) any other cause not within Honeywell’s control, including, without limitation, the failure to apply required or recommended updates or patches to any software or device in the Product’s network environment.

c. Procedure for Warranty Claims. If, during the applicable Warranty Period, a defect in material or workmanship covered by this Warranty is believed to exist, the Original Purchaser must immediately discontinue use or instruct the end user to discontinue use and must notify Honeywell, either via email or telephone:

Customer Care
Tel: Australia – 1300 368 755
Tel: New Zealand – 0800 202 088
Sales and Enquiries:
HBTPacificCustomerCare@honeywell.com
Returns:
HBTPacificReturns@honeywell.com

Written authorization from Honeywell, including a Returned Material Authorization (“**RMA**”) number, must be obtained prior to returning any Product(s) to Honeywell for assessment of a claim under this Warranty. Return shipments and insurance must be prepaid by the Original Purchaser, include the RMA number, and be appropriately packed. Upon receipt of any such Products during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the Product to verify the alleged defect, (ii) in Honeywell’s sole discretion, credit the original purchaser or repair or replace any defective Product, including shipment (at Honeywell’s expense) of such replacement or repaired product back to the Original Purchaser or, upon the Original Purchaser’s request, the end user. Honeywell will credit the Original Purchaser for its return shipping costs for any defective Products, but the Original Purchaser will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products, as well as for paying Honeywell a standard testing charge for any Products not found to be defective.

d. WARRANTY DISCLAIMERS.

- i. Software and any accompanying documentation is provided “as is” without any warranty of any kind as to defects or functionality. The Original Purchaser and all end users bear all risk as to software, and Honeywell makes no warranties, implied or actual, regarding any of its software or documentation.
- ii. Honeywell makes no representation or warranty of any kind as to the security and functionality of the Products or that the Products will prevent any personal injury or property loss, fire, or otherwise; or that the Products will in all cases provide adequate warning or protection. The Original Purchaser and all end users understand that properly installed and maintained Products may only reduce the risk of fire, theft, property damage or other events occurring without the Products, but it is not insurance or a guarantee that such will not occur or that there will be no personal injury or property loss as a result.
- iii. The express warranties of Honeywell stated herein do not apply to Products not manufactured by Honeywell, software, consumable items or items that have a normal life inherently shorter than the Warranty Period (e.g., paper, printer ribbons, lamps, batteries), spare parts, or services. The warranties, if any, applicable to any software or software component shall be solely as stated in such other license agreement or document. Honeywell makes no warranties that the software components of any Product will operate in conjunction with any other software or with any equipment other than the Products. The Original Purchaser acknowledges that Honeywell has no obligation to provide any form of cybersecurity or data protection relating to the operation of the Products or the network environment. The Original Purchaser further acknowledges that Honeywell has no obligation to guarantee continued operation and functionality of the Products beyond their stated lifecycle.

e. Governing Law. This Warranty is governed by the same choice of law set forth in the applicable Honeywell Terms and Conditions of Product Sales (available at <https://hwil.co/HBTLegal>), without regard to conflicts of law principal.

f. Severability. If any provision of this Warranty is held to be void or unenforceable, such provision will be deemed stricken or modified to the extent necessary to make it lawful, and all other provisions of this Warranty shall remain in full force and effect.