

Honeywell Video Systems Refurbished Account Set-up Form

ALL information below is REQUIRED.

Customer Name	
Street Address	
City, State, Zip	
Contact Telephone	
Fax	
Email	
Tax Exempt Certificate #	
ADI Account Number (required)	

Please attach copy of Tax Exemption Certificate along with this form.

Forward completed form to your Honeywell Video Systems Customer Service Representative at fax# 502-666-7022. Your Refurbished Product account will be set-up within 3 business days.

**** Please acknowledge the Terms and Conditions below and fax the Application and Acknowledgement to Honeywell Video Systems Customer Service at 502-666-7022.**

STANDARD TERMS AND CONDITIONS

1. REFURBISHED PRODUCTS.

The products sold on this website are REFURBISHED and are therefore NOT NEW. Buyer shall notify any subsequent purchaser or end user that such products are refurbished.

2. General.

The Terms and conditions contained herein constitute the entire agreement between the parties. All sales of Honeywell are expressly conditioned on the terms and conditions set forth below (the "Terms"), which are the only Terms of this sale and supersede all prior negotiations, correspondence and statements. These Terms may in some instances conflict with those affixed to Buyer's purchase order or other order; if so, such terms not in conformance with these Terms are rejected and these Terms govern. Acceptance of Buyer's order is expressly conditioned upon Buyer's acceptance of or assent to these Terms, which shall be established by a written acknowledgment, by implication, or by acceptance or payment for products ordered hereunder. Honeywell's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Terms. Any changes in these Terms must specifically be agreed to in writing and signed by an officer of Honeywell before becoming binding. Retention by Buyer of any products sold hereunder shall be conclusively deemed acceptance of these Terms. HONEYWELL CANNOT BE RESPONSIBLE FOR PRICING OR OTHER ERRORS ON THIS WEBSITE, AND RESERVES THE RIGHT TO CANCEL ORDERS ARISING FROM SUCH ERRORS. DUE TO HONEYWELL REFURBISHED SUPPLIES BEING LIMITED TO STOCK ON HAND; HONEYWELL RESERVES THE RIGHT TO CANCEL ANY ORDERS IN ITS SOLE DISCRETION. ALL SALES ARE FINAL. NO RETURNS. PRODUCT MUST BE TAKEN FROM EXISTING INVENTORY ONLY. NO SPECIAL ORDERS.

3. Shipment.

All shipments are made F.O.B. Honeywell's shipping point unless otherwise specified. Honeywell selects the carrier. Title to products and risk of loss pass to Buyer upon delivery of the products by Honeywell to the carrier or delivery service. Buyer assumes all risk of loss in shipping and all liability for loss or damage, whether direct, indirect, consequential or otherwise, due to delays once the products have been delivered to the carrier. Buyer agrees to purchase any and all insurance it deems necessary to indemnify it against any loss in shipping.

4. Delivery.

Honeywell shall not be responsible for loss, damage, delay or failure with respect to the products if due to or arising from shortage of raw materials, fires, labor troubles of any kind, accidents, breakdown of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer or anything reasonably beyond Honeywell's control, whether or not presently occurring or contemplated by either party. Honeywell shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its inventory among its customers in such a manner as it considers acceptable. Honeywell shall also have the right to deliver the products in installments.

5. Limited Warranty.

Honeywell warrants its refurbished products to be free from defects in materials and workmanship for 6 months under normal use and service, normal wear and tear excepted, from the date such product is actually sold to the Buyer; provided, that Buyer must present a valid invoice evidencing such date. Honeywell shall have no obligation under this warranty or otherwise, if the product is improperly installed, applied or maintained, installed outside of stated operating parameters, altered or improperly serviced or repaired by anyone other than Honeywell or Honeywell's Authorized Service/Repair Center, or if damage is caused by outside natural occurrences, such as lightning, power surges or the like. In addition, this warranty shall not apply to defects resulting from unauthorized modification, misuse, vandalism, fire, floods, acts of nature, or alterations of serial numbers or failures related to batteries of any type used in connection with other products sold hereunder. Non-Honeywell branded products are warranted by the third party manufacturer for a period as defined by the manufacturer. Honeywell assigns to its customers those warranties and only those warranties extended by its vendors for non-seller branded products. Honeywell does not itself warrant any non-Honeywell branded product and sells only on an as is basis.

6. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO CASE SHALL HONEYWELL BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY ITS OWN NEGLIGENCE OR FAULT AND EVEN IF HONEYWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

ALL SOFTWARE, IF ANY, IS SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND. HONEYWELL EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED ON SOFTWARE, INCLUDING BUT NOT LIMITED TO, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HONEYWELL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET BUYER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT HONEYWELL DOES NOT WARRANT THAT THE PRODUCT OR SOFTWARE IS FREE OF CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT BY ANY THIRD PARTY. HONEYWELL HEREBY DISCLAIMS ANY SUCH WARRANTY OR INDEMNIFICATION AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT.

Any description of the goods or services, whether in writing or made orally by Honeywell or Honeywell's agents, specifications, samples, models, bulletin, drawings, diagrams, engineering sheets, or similar materials used in connection with customer's order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Honeywell or Honeywell's agents regarding use, applications, or suitability of the goods and/or services shall not be construed as an express warranty unless confirmed to be such in writing by Honeywell. Honeywell does not represent that the products it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise, or that the products will in all cases provide adequate warning or protection. Buyer understands and will cause its Customer to understand that a properly installed and maintained alarm may only reduce the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. CONSEQUENTLY, HONEYWELL SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THE PRODUCT FAILED TO GIVE WARNING. However, if Honeywell is held liable whether directly or indirectly for any loss or damage with respect to the products it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the product, which shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy against Honeywell.

7. Limitation on Liability to Buyer's Customers.

Buyer agrees to limit liability to its customers to the fullest extent permitted by law. By accepting the goods, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold Honeywell harmless against and defend Honeywell from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or users of the goods because of any failure of the goods to detect and/or warn of the danger for which the goods were designed or any other failure of the goods whether or not such damages are caused or contributed to by the sole or joint concurring negligence of Honeywell.

8. Returns and Repairs. Subject to the terms and conditions listed below, during the warranty period, Honeywell will repair or replace, at its sole option, free of charge any defective products returned prepaid. Refurbished products must be disclosed as such in connection with any repairs. Any attempts to seek repair or replacement of refurbished product without such disclosure will void all warranties. In the event you have a problem with any Honeywell product, please call and request a RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER from the Customer Service Dept.

In the USA and Canada, call 1-800-796-CCTV; please ask for Customer Service. In Mexico, call 1-305-805-8188, Extension 7.

US Address	Canada Address	Mexico Address
12220 Rojas Drive, Suite 700 El Paso, TX – 79936	145 Barr, Unit 2 St. Laurent, Quebec H4T 1W6 CANADA	7151 Av. Rosa Ma. Y. Fuentes Cd.Juarez, Chihuahua Mexico 32320

Be sure to have the model number, serial number, and the nature of the problem available for the customer service representative. Prior authorization MUST be obtained for all returns, exchanges, or credits. ITEMS SHIPPED TO HONEYWELL WITHOUT A CLEARLY IDENTIFIED RMA NUMBER MAY BE REFUSED. A copy of the original invoice must be supplied with any returned product.

Products returned will be tested to verify the defect. Upon verification of the defect, the product will be repaired or exchanged, at the sole discretion of Honeywell. In the event of replacement, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. Honeywell reserves the right to issue a credit only in lieu of replacement. If the product is found to be in good working order or its inability to function properly is a result of user damage or abuse, the product will be returned in the same condition as received unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge. Non-Warranty Repair. Buyer will be charged for repairs on out of warranty equipment. Applicable charges will be calculated and quoted when an RMA number is issued. Charges may vary based on actual equipment condition. Buyer must pay shipping costs to the Honeywell Repair Department. Costs to repair and return defective equipment will be the responsibility of the Buyer. For all non-warranty repairs customer will be billed for parts, labor and shipping. Non-warranty repairs are warranted for 90 days from date of repair.

9. Taxes.

Prices do not include any municipal, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future tax that may be imposed shall be paid by Buyer, or in lieu thereof Buyer will provide Honeywell with a tax exemption certificate acceptable to the taxing authorities.

10. Purchase on Credit.

This purchase, or prior purchases of Buyer from Honeywell, may have given rise to the extension of credit to Buyer by Honeywell. Honeywell reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason deemed

** I acknowledge the Terms and Conditions for the Honeywell Video Systems Refurbished Products.

Signature:

Date: