



TARGETRY SYSTEM WARRANTY - GENERAL TERMS & CONDITIONS

1. What This Agreement Covers

This Warranty Services Agreement ("Agreement"), together with the Paragon Tactical Inc. (PTI) Limited Warranty, is the complete agreement between You and PTI regarding any Warranty Extension, Battery Warranty Extension, Warranty Service Upgrade, Priority Technical Support for the products specified in Your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between You and PTI regarding any Service. Any additional or different terms in any order or written communications from You shall be void and of no effect. This Agreement modifies the PTI Limited Warranty only as specified below. Any service purchased under this Agreement will be provided according to the applicable description below. This Agreement is only valid in the United States.

2. What This Agreement Does Not Cover

This Agreement and the PTI Limited Warranty do not cover the following: (i) uninterrupted or error-free operation of a product; (ii) loss of, or damage to, your data by a product; (iii) any software programs aside the system operating software, whether provided with the product or installed subsequently; (iv) failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials; (v) damage caused by a non-authorized service provider, (vi) failure of, or damage caused by, any third party products, including those that PTI may provide or integrate into the PTI product at your request; (vii) any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation; (viii) products or parts with an altered identification label or from which the identification label has been removed or (ix) any pre-existing defects in your product that occurred on or before the date of this Agreement

3. Warranty Extension

The duration of the extended PTI Limited Warranty for Your product will be for the period You purchase, commencing on the end date of Your original base warranty period. This Service must be purchased during Your product's original warranty period. Parts consumed through use of a product and batteries are not covered by this service. Unless You purchase a separate Battery Warranty Extension (Extended Warranty **PLUS**), the warranty period for Your battery will expire at the end of the period specified in Your PTI Limited Warranty.

4. Battery Warranty Extension

The duration of the extended PTI Limited Warranty for the battery in Your product will be for the period You purchase, beginning on the start date of Your battery's original base warranty period. You are entitled to ONE battery replacement per device during the period after Your battery's original base warranty period. If the battery in Your product is a customer replaceable unit ("CRU"), a replacement battery will be shipped to You. If the battery in Your product is a sealed battery and is not customer replaceable, Your battery will be replaced by PTI's technicians at your facility. You are responsible for disconnecting the product and packing it in the PTI provided shipping container for the return of Your product to the designated service center. Shipping expenses will be paid by the PTI or the designated service provider. A courier will pick up Your product and deliver it to the service center. The service provider will return the product to You at its expense. This Service must be purchased before the end of Your product's original warranty period.

5. Warranty Service Upgrade

The service type of Your PTI Limited Warranty and any applicable Warranty Extension will be upgraded to the service type below according to the Warranty Service Upgrade You purchase.

a. Initial Troubleshooting & Repairs – Upon reporting any issues with your system or system components, You will be contacted by PTI's technicians to arrange for a time convenient for you to discuss and further investigate the problems with the system. You shall be available for several hours, if needed, to discuss and investigate the issue with PTI's technicians over the phone. During a Remote Troubleshooting & Repair Session (RTRS), access to all system components such as circuit breakers and components mounted on the facility's ceiling may be required.

b. Unit Replacement – Remote troubleshooting may provide PTI's technician with enough information about the cause of the problem. This may enable technicians to guide You how to resolve the issue or to resolve the issue on your system remotely and through remote internet connection. PTI's technicians may also determine, upon identifying the cause of the problem, that repairs can be more efficiently implemented by sending the equipment to PTI's facility. In some cases, PTI will send you pre-paid shipping labels and packaging to ship the defective unit back to PTI. In other instances, PTI may ship a replacement to You, along with pre-paid shipping labels and shipping boxes. You are responsible to ship all defective devices back to PTI, using the provided packaging and shipping labels, within SEVEN business days. PTI may require a security deposit, credit card authorization, work order or purchase order prior to shipping any replacement devices to You. Once You ship the damaged or defective devices to PTI, You will be provided with a receipt or documentation to demonstrate that your account has a ZERO balance. If You fail to ship the items back to PTI within the specified time period, You may be charged for the cost of the replacement device.

c. On-Site Service – If a problem with Your product cannot be resolved via telephone or through RTRS, Your product will be repaired or replaced at Your location. A service provider technician will be dispatched to arrive at Your location within the timeframe specified in this document. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product and system components. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to You at its expense. Some repairs may require the technicians to stay at your facility beyond normal business hours. If access to the facility beyond normal hours is needed for the repairs, PTI will notify you in writing in advance to obtain authorization.

d. On-Site Service Response Time Frame – Service Response time frame in the state of California is within FIVE BUSINESS DAYS. Service Response time frame anywhere outside the state of California is within FOURTEEN BUSINESS DAYS. If after your initial contact to report issues with the system or system components, arrangements cannot be made to visit your facility within the promised response time frame due to your availability or activities scheduled previously at your facility, PTI shall provide you with the next available time.

e. Availability of Parts and Components – PTI maintains a full array of parts in inventory at all times. In the event that any and all parts needed to perform repairs on your system are out of stock, PTI will immediately initiate to secure the parts within reasonable timeframe and notify You of the estimated lead time. If obtaining any such parts takes more than FOUR weeks, PTI shall notify you in writing and discuss other possible options such as replacing the entire system component that contains such part.

f. Technician Installed components and CRUs. If a problem with Your product may be remedied with a CRU to replace an internal part, a service provider technician will be dispatched to Your location according to Your applicable service type to install the CRU. Replacement of external parts with a CRU remains Your responsibility under the PTI Limited Warranty.

7. Priority Technical Support

Under this Service, PTI will provide You with access to advanced-level technicians via telephone or email for warranty support under the PTI Limited Warranty as well as technical support of software. When You contact a technician, You must follow the problem determination procedures as directed by the technician. The technician will attempt to diagnose and resolve Your problem over the telephone and may direct You to download and install software updates. If a problem covered by the PTI Limited Warranty cannot be resolved via telephone, repair services will be arranged by the technician according to the applicable warranty service.

8. Payment and How to Obtain Service

Payment must be received by PTI in advance of any Service. To initiate service requests, simply call PTI or email technical support at TechSupport@PTTS.US

9. Limitation of Liability

PTI, INCLUDING ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS OR SOFTWARE DEVELOPERS, SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES; OR 4) ANY LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

10. General

Any information exchanged between us is not confidential or proprietary, including any information You disclose over the phone or electronically. PTI and its affiliates and subcontractors may process, store and use information about Your transaction and Your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill Your transaction. We may also contact You to notify You about any product recall, safety issue or service actions. If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in effect. Each of us grants the other the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent. Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than one year after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract. Neither of us is responsible for failure to fulfill obligations due to causes beyond their control. Either of us may communicate with the other by electronic means and such communication deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.

11. Cancellation

You may cancel this Agreement, for a refund, only within 30 days of purchase, by sending written notice to the address below. If you cancel anytime within the 30 day period, your refund will be based upon 100% of the unearned pro rata premium.

Paragon Tactical Inc.
1580 Commerce Street
Corona, CA 92880

We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation.