

Limits and Liabilities Statement:

THE WCC III SYSTEM

The WCC III Control System is warranted to be free from any and all defects in material and workmanship for a period of one year from the date of the completed installation date or 18 months from the date of sale.

WattMaster Controls, Inc. will repair or replace the WCC III system or any of its components at our discretion as a result of defects arising during the warranty period without charge. Damage to the WCC III system or any of its components due to misuse, abuse, improper installation, misapplication, or caused by power failures, fire, flood, lightning, or acts of terrorism are not covered by this warranty. This warranty is limited to the repair or the replacement of the WCC III system or any of its components. WattMaster Controls, Inc. assumes no liability for any indirect or consequential damages to the buildings structure or contents. WattMaster Controls shall at its discretion issue a return authorization before any of the WCC III system components may be returned for evaluation or credit.

Misapplication by the mechanical contractor of the WCC III control system could result in the voiding of any warranty, implied warranties, liabilities, or guaranties that any member of WattMaster Controls, Inc. has stated either verbally or stated in writing.

By using any WCC III system related software, you assume all risks associated with the use of this software, or documentation, which includes any risk to your computer, software or data being damaged by any virus software, or any other file which might be transmitted or activated via a web page, Email, or any other type of infected file. WattMaster Controls, Inc. shall not in any event be liable for any direct, indirect, punitive, special, incidental, or consequential damages, including, without limitation, lost revenues, or lost profits, arising out of or in any way connected with the use or misuse of the WCC III system software.

Any changes to the warranty statement for the WCC III system must be in writing and then signed by an official of WattMaster Controls, Inc. By accepting to the installation of the WCC III system into any building controlled by the WCC III - MCD you have formally accepted these limit and liabilities as stated and printed within this document.

NOTE: The WCC III system is not intended or for use in any application where Fire/Life/Safety is an issue.

WattMaster Controls, Inc. also does not recommend that the WCC III system should be used for control of the following: Door interlocks, Smoke evacuation or exhaust control that is Fire department required, Elevator logic control, and applications involving critical temperature control. The use of the WCC III system in the above non recommended applications could result in the voiding of the WCC III system warranty and liability.

Additionally, WattMaster Controls will not be liable and provides no guarantee, responsibility, or warranties of any kind concerning the suitability or related to the use of its product(s) for the life support market, or to be used in life support systems, safety, or emergency systems, critical care applications, human implantation, aviation, nuclear facilities, or systems or any other applications where product failure could lead to injury of persons, loss of life, harm to the environment, or catastrophic property damage.

NOTE: WattMaster Controls reserves the right to change its specifications at any time without notice.

POLICY CONCERNING THE REPAIR OF WCC III - MCD COMPUTER SYSTEMS

- 1. All the original components must be installed in the returned WCC III – MCD computer. If there are items that are missing or have been replaced, the warranty agreement will be voided.**
- 2. In order to certify the operation of the WCC III – MCD computer as a WCC III system, the WCC3 MCOMM board and the WCC III - MCD operating system software must be present in the WCC III – MCD computer upon its receipt back at WattMaster Controls, Inc.**
- 3. The problem or problems with the WCC III – MCD computer must be clearly stated on the RMA.**
- 4. The WCC III – MCD computer must be returned in an appropriate shipping box for a WCC III – MCD computer and must have proper packing material present.**
- 5. An RMA is required to ship a WCC III – MCD computer back to WattMaster Controls, Inc.**

If any one of these five conditions is not met, the repair or analysis of the WCC III - MCD computer will not be possible.

REPAIR AGREEMENT:

Warranty Repair:

WattMaster Controls will at its option, repair and/or replace any defective part during the warranty period. All of the repairs must and will take place at the WattMaster Controls facility. WattMaster Controls will not pay any back charges for repairs that are done at any other computer repair site or any place other than that of the WattMaster Controls factory during the warranty period. WattMaster can offer a loaner WCC III – MCD computer for the job site facility during the warranty period; however, if the original WCC III – MCD computer is not covered under warranty, then a daily rental fee will apply to the loaner WCC III – MCD computer. WattMaster Controls will not be held responsible if any parts within the WCC III – MCD computer become obsolete, and therefore unavailable at some future date, requiring new parts or circuit board replacements. Also, if the WCC III – MCD computer has any non-removable writing or scratches on it, WattMaster Controls will at its option be forced to replace the WCC III - MCD's label, metal cover, or metal base at the customer's expense.

Non-warranty Repair:

Items 2 through 5 still apply in determining the feasibility on the repairing or replacing of components that are in the WCC III – MCD computer.

The complete WCC III – MCD computer must be returned to the WattMaster Controls facility for evaluation as to the feasibility of the repair or replacement of components. If a temporary loaner WCC III – MCD computer is required for the job site while the original WCC III – MCD computer is shipped to WattMaster, there will be a daily rental fee.

Upgrade Repair Charges.

WattMaster Controls may at its option install additional hardware or software on a returned WCC III – MCD computer. The customer will be required to pay for these additional upgraded parts or software. This also includes any updating of anti-virus or any other assorted software charges. If the said upgrade to the WCC III - MCD computer requires further upgrades to the rest of the satellites that are on the jobsite to correctly function, then the customer will be required to send in the other satellite controllers for upgrades at the customer's expense.

NON-WARRANTY CHARGES:

Parts plus labor @ \$75/hour. A 15% expediting charge may be charged for fast return service. Loaner WCC III – MCD computer system is rented @ \$50.00 per day, plus any freight charges to and from job-site.

POLICY CONCERNING THE REPAIR OF WCC III – SATELLITE TYPE CONTROLLERS

1. **All the original components must be installed in the returned Satellite Controller. If there are items that are missing or have been replaced, the warranty agreement will be voided.**
2. **The problem or problems with the Satellite Controller must be clearly stated on the RMA.**
3. **The Satellite Controller must be returned in an appropriate shipping box for the size of the Satellite Controller and must have proper packing material present.**
4. **An RMA is required to ship a Satellite Controller back to WattMaster Controls, Inc.**

If any one of these four conditions is not met, the repair or analysis of the Satellite Controller will not be possible.

REPAIR AGREEMENT:

Warranty Repair:

WattMaster Controls will at its option, repair and/or replace any defective part during the warranty period. All of the repairs must and will take place at the WattMaster Controls facility. WattMaster Controls will not pay any back charges for repairs that are done at any other repair site during the warranty period. WattMaster Controls will not be held responsible if any parts within the Satellite controller become obsolete and therefore unavailable at some future date, requiring new circuit board replacements. Also, if the Satellite controller has any non-removable writing or scratches on it, WattMaster Controls will at its option be therefore forced to replace the satellite's label, metal cover, or metal base at the customer's expense.

Non-warranty Repair:

Items 1 through 4 still apply in determining the feasibility on the repairing or replacing of components that are in the Satellite Controller.

The complete Satellite Controller must be returned to the WattMaster Controls facility for evaluation as to the feasibility of the repair or replacement of components. Any missing parts or circuit boards will be replaced at WattMaster Controls discretion and the customer will be then billed for the parts and or circuit boards.

Upgrade Repair Charges.

WattMaster Controls may at its option install additional hardware or software on a returned Satellite Controller. The customer may be required to pay for these additional upgraded parts or software in addition to the Non-Warranty standard repair charges. If the said upgrade to the satellite controller requires further upgrades to the rest of the satellites that are on the jobsite to correctly function, then the customer will be required to send in the other satellite controllers for upgrades at the customer's expense.

NON-WARRANTY CHARGES:

Standard Repair fee of \$300 plus parts per Satellite Controller. A 15% expediting charge may be charged for fast return service. There are no "loaner" satellite type controllers available.