

MID System Warranty

MOISTURE INTRUSION DETECTION SYSTEMS, INC. PRODUCT WARRANTY

THIS WARRANTY AGREEMENT sets forth the warranties, terms, conditions, and limitations relating to the moisture detection system sold by Moisture Intrusion Detection Systems, Inc. (Hereinafter the "Company") to the Purchaser consisting of certain Probe Sensors (the "Probes"), certain roof sensors (the "Sensors") and related receiver control center (the "Center"), collectively the Sensors and the Center are hereinafter referred to as the ("MID System"), Purchaser is defined as an authorized distributor of the Company and/or the party acquiring the MID System from an authorized distributor or authorized representative of the Company.

1. **Term:** The term of this Warranty for Sensors is for the period of ten and one half years (10 ½) years from the date of shipment of the Sensors. The term of this Warranty for all other products including, but not limited to the Probes, the Center, is for the period of thirty (30) months from the date of shipment of the products.
2. **Warranty:** The Company warrants to Purchaser that, subject to the terms, condition and limitations stated in this Warranty, the Company will repair, and/or replace any: (a) Roof Sensors which fail to activate and transmit radio frequency signal between the ranges authorized by the Federal Communications Commissions sufficient to be received by the Center upon contact with a minimum of two ounces of water; and (b) Center which fails to issue a visual alert and audible alarm upon the transmission of a radio frequency signal by the Sensor, and (c) any Sensor Probe which fails to activate, and (d) any Single Sensor Interface, Floor Mounted Alarm, or Probe Relay which fails to activate and alarm in the presence of water or contact closure on the inputs.
3. **Conditions of Warranty:** The warranties set forth in this Warranty shall not apply, if, in the sole judgment of the Company any of the following occur:
 - (a) The MID System was not installed and maintained by a representative or contractor approved by the Company or its authorized distributor and/or authorized representative;
 - (b) The MID System was not installed in strict accordance with the Company's specifications and requirements;
 - (c) The Customer has failed to monitor the MID System for alerts, alarms, battery issues or other system notifications;
 - (d) The failure or defect is caused by natural disasters, including, but not limited to, lightning, winds in excess of a fresh gale, hurricanes and earthquakes;
 - (e) The failure or defect is caused by any acts of negligence, accidents, misuse or vandalism;
 - (f) The Purchaser fails to comply with any term or condition stated in this Warranty.The parties expressly agree that the Company's failure to enforce any of the terms or conditions of this Warranty shall not be construed to be a waiver of any such provision.
4. **Returns:** Any return of product under this warranty requires a Return Authorization prior to shipment of products. The Return Authorization requires the serial number of the unit or date purchased and the date and type of failure. The Return Authorization may be obtained

by calling or facsimile to:

Moisture Intrusion Detection Systems, Inc.
794 Davidson Drive
Concord, North Carolina 28025
Attention: Warranty Repairs
Phone: (704) 786-2851
Fax: (704) 786-2852

Upon receipt of a Return Authorization, the product is to be shipped prepaid to the address given in the Return Authorization. Any replacement and/or repaired products will be returned to the Purchaser prepaid to the address requested.

5. **Disclaimers:** This Warranty is given in lieu of all other warranties or representations, express or implied. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. The Company shall under no circumstances be liable for any incidental or consequential damages including but not limited to incidental or consequential damages to the building or contents of the building.

THIS WARRANTY CONTAINS THE ENTIRE AGREEMENT BETWEEN THE, COMPANY AND PURCHASER WITH A RESPECT TO THE MID SYSTEM. NO OTHER REPRESENTATIONS, WARRANTIES OR OTHER INDUCEMENTS OR AGREEMENTS PURPORTED TO BE MADE BY THE COMPANY, WHETHER ORAL OR WRITTEN, SHALL BE BINDING OR HAVE ANY FORCE OR EFFECT UNLESS MADE BY AN AUTHORIZED EMPLOYEE OR REPRESENTATIVE OF THE COMPANY.

6. **Governing Law:** This Warranty shall be interpreted, constructed and enforced according to the laws of the State of North Carolina, including the Uniform Commercial Code as adopted by said state.

Note: Batteries, except for batteries integral to the Roof Sensors, are specifically excluded from this Warranty.