

EXHIBIT D

Qolsys, Inc. Limited Warranty

Qolsys Inc. (“Qolsys”) warrants that its security control panels and security sensors (“Qolsys Products”) are free from defects in workmanship and materials for one year from date of purchase or two years from the product’s manufacturing date code, whichever occurs earlier. If the date of purchase cannot be reliably determined, then it shall be deemed to be the product’s manufacturing date code. Third-party products purchased from Qolsys are covered by the warranty of the corresponding third-party manufacturer.

This Limited Warranty applies only to a party that purchased Qolsys Products directly from Qolsys (“Buyer”) or from an authorized Qolsys distributor and is subject to change without notice. Please consult our website, www.qolsys.com, for the currently effective warranty.

Subject to the terms and conditions of this Limited Warranty, during the warranty period, Qolsys will repair or replace defective Products that are properly returned to Qolsys. Qolsys may, at its option, replace any Product or part of a Product with a new or a refurbished product or part (the “Replacement”). Qolsys is not responsible for labor costs of removal and reinstallation of any products. Qolsys warrants the Replacement under the terms of this Limited Warranty for the remaining term of the original warranty or 90 days, whichever is longer. To obtain service under this warranty, contact the party from whom you purchased the product.

Qolsys warrants that the firmware or software embedded into or included with the Qolsys Product will materially conform to Qolsys’ published documentation for such firmware or software for 90 days after Buyer’s date of purchase.

Qolsys shall have no obligation, under this Limited Warranty or otherwise, for normal wear and tear or if the product is improperly installed, applied, stored, serviced, or repaired; is not properly maintained (including the administration of any software updates); is altered or operated outside of published specifications; is paired with unauthorized products; or if damage is caused by outside occurrences, including but not limited to, lightning, power surges, or any other circumstances beyond the control of Qolsys. Qolsys shall also have no obligation under this limited warranty or otherwise for defects resulting from modification, misuse, vandalism, fire, floods, acts of nature, or any catastrophes, natural or otherwise, or circumstances beyond the control of Qolsys, or any failures related to batteries of any type whether included with the products or not.

Qolsys does not warrant that its products may not be compromised or circumvented; nor that the products will prevent any personal injury or property loss by burglary, robbery, fire, water, smoke, or otherwise, or that the products will in all cases provide adequate warning or protection. You understand and will cause your customers to understand that properly installed and maintained products may only reduce the risk of burglary, robbery, fire, water damage, smoke damage, or other damage, without warning, but that it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property damage. **CONSEQUENTLY, QOLSYS SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR**

OTHER LOSS BASED ON ANY CLAIM, INCLUDING BUT NOT LIMITED TO A CLAIM THE PRODUCT FAILED TO GIVE WARNING.

This Limited Warranty specifies the exclusive remedies for claims based on any defect, failure, malfunction, or any other performance or nonperformance of any product, whether the claim is in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, and however brought. All liability of Qolsys in connection with such exclusive remedies shall terminate at expiration of the warranty period. Buyer has 30 days after the warranty period to give written notice to Qolsys of any defect, failure, malfunction, or other performance or nonperformance issue that occurred during the warranty period. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN PLACE OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. IN NO CASE SHALL QOLSYS 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, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY ITS OWN NEGLIGENCE OR FAULT AND EVEN IF QOLSYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NOTWITHSTANDING THE ABOVE, IF QOLSYS IS HELD LIABLE FOR ANY LOSS OR DAMAGE RELATED TO PRODUCTS IT SOLD, ITS MAXIMUM LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST QOLSYS.