

Tyco warrants that, for TWENTY (20) years after the installation of a Tyco SAPPHIRE Fire Suppression System, use of the SAPPHIRE agent will not be banned or restricted by any governmental entity or regulatory body for any of the following environmental issues: (1) Ozone Depleting Potential; (2) Global Warming Potential; and/or (3) Atmospheric Lifetime. In the event that environmental regulations enacted after the purchase of any new SAPPHIRE Suppression System require removal of the SAPPHIRE agent from the market for one of the environmental issues listed above during the 20-year warranty period, Tyco will replace the Tyco SAPPHIRE Suppression System with a new chemical clean agent suppression system that meets such newly enacted environmental regulations. This warranty does not include any labour or any other costs and/or expenses related to pressurising and restoring the system to an operational state.

This warranty shall be in effect only if the equipment system is designed, installed and commissioned by an Authorised Tyco distributor and the original purchaser maintains a semi-annual service agreement for the SAPPHIRE Suppression System with an Authorised Tyco distributor from the date of installation. This warranty covers only those SAPPHIRE Suppression Systems which incorporate and use hardware and components – including detection and control devices – which are manufactured, sold, or approved by Tyco.

This Warranty shall not apply in the event that Tyco determines that there is no chemical clean agent available on the market that exceeds the environmental profile of SAPPHIRE with respect to the environmental issues set forth above.

This Warranty does not allow for the replacement of the Tyco SAPPHIRE Suppression System with a water sprinkler system, which is not a clean agent suppression system nor an inert gas system.

This Warranty is made to the owner of the original SAPPHIRE System installation and may not be transferred to others.

**This warranty is not effective unless Tyco Form No. N1230H is completed and returned to Tyco within ten days of the commissioning of the SAPPHIRE Fire Suppression System.**

Except as provided above and as otherwise provided by Tyco in writing, Tyco makes no warranties of any kind, whether express or implied, including the warranties of merchantability and fitness for a particular purpose. Under no circumstances shall Tyco have any liability for consequential, incidental, special or similar damages. Tyco shall have no liability for any damages due to delay in replacing the sapphire fire suppression system under the foregoing warranty. Tyco maximum liability for direct damages for breach of the foregoing warranty is limited to the replacement of the sapphire system. Nothing contained in this warranty is intended to supersede any other sapphire-related warranties offered by other non-related companies. Specifically this warranty shall be deemed to be an addendum to the "Blue-Sky®" warranty offered by 3M with respect to SAPPHIRE® agent. Should 3M alter or cancel the "Blue-Sky®" warranty, Tyco reserves the right to alter or cancel this environmental warranty accordingly.