

Limited Warranty

Athom Limited Warranty

Welcome to the Limited Warranty provided by Athom B.V. ("**Athom**"). We note that in addition to the Limited Warranty one or more terms could apply from Athom Terms and Conditions, Terms of Use, Privacy Notice and/or End User Licence Agreement ("**EULA**"). All available via the Athom website (www.athom.com).

1 This Warranty is provided by Athom (as Manufacturer), based in Enschede at Riggersbleek-Zandvoort 10 103 in the Netherlands, and registered in the Dutch Chamber of Commerce under number 61036498.

2 Athom warrants to the owner of the Athom hardware product 'Homey' ("Homey") that the product will be free from defects in materials and workmanship for a period of two (2) years from the date of delivery following the original retail purchase (the "Warranty Period").

3 If the Homey fails to conform to this Limited Warranty during the Warranty Period, Athom will, at its sole discretion, either (a) repair or replace the defective Homey or component; or (b) accept the return of the Homey and refund the money paid by the original purchaser for the Homey.

4 Repair or replacement may be made with a new or refurbished products or components, at Athoms' sole discretion.

5 If the Homey or a component incorporated within it is no longer available, Athom may replace the Homey with a similar product with similar functions.

6 Any Homey that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the remaining Warranty Period.

7 This Limited Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer.

8 This Limited Warranty is only valid in combination with the original sales receipt issued to the original purchaser by the reseller.

9 To claim warranty, the owner must contact Athom via the support service (accessed through www.athom.com). Note that in many cases, support is already able to fix the problem without you having to return your device, saving both parties time and money. If

the problem persists and the Homey does not appear to be an Ineligible Product (defined below), the owner may ship it to Athom following instructions received from support.

10 Athom will execute the warranty procedures as described above, and bear all shipping costs, except in the case of an Ineligible Product (defined below). Athom will have no warranty obligations with respect to a returned Homey if it determines, in its reasonable discretion after examination of the returned Homey, that it is Ineligible.

11 This Limited Warranty does not cover the following (collectively “Ineligible Products”): Products marked as “sample” or “Not for Sale”, or sold “AS IS”; or Products that have been subject to: (a) modifications, alterations, tampering, or improper maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with the Athom Terms of Use, Manual, User’s Guide or other instructions provided by Athom; (c) abuse or misuse of the Homey; (d) mechanical damages (cracks, fractures, cuts, physical deformations) (e) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (f) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane.

12 This Limited Warranty does not cover consumable parts, unless damage is due to defects in materials or workmanship of the Homey, or software (even if such consumable parts or software are packaged or sold with the Homey). Athom recommends that you use only authorized service providers for maintenance or repair. Unauthorized use of the Homey or software can impair the Homey’s performance and may invalidate this Limited Warranty.

13 This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by country, state or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain countries, states or jurisdictions.

14 The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.