

# Limited Warranty

The limited warranty set forth below is given by SWITCHMATE HOME LLC with respect to the SWITCHMATE HOME LLC™ line of products (the “Device”) purchased and used in the United States of America. SWITCHMATE HOME LLC warrants this product as follows:

**LABOR:** For a period of one (1) year from the date of purchase, if this Device is found to be defective, SWITCHMATE HOME LLC will repair or replace the Device, at its sole option, at no charge. After this one (1) year period, labor charges will be charged on a case by case basis. If your Device is repaired or replaced during the Warranty Period, it will be covered by this Limited Warranty for the remainder of the original Warranty Period or ninety (90) days from the date of shipment of their placed Device, whichever is longer. **PARTS:** For a period of one (1) year from the date of purchase, if this Device is found to be defective, SWITCHMATE HOME LLC will supply at no cost, new or rebuilt replacement parts, at its option, at no charge. After this one (1) year period, parts will be charged for on a case by case basis. Modifications not approved by the party responsible for compliance will void user’s authority to operate the equipment. If your Device is repaired or replaced during the Warranty Period, it will be covered by this Limited Warranty for the remainder of the original Warranty Period or ninety (90) days from the date of shipment of the replaced Device, whichever is longer. This Limited Warranty does not cover damage or malfunctions caused by accident, disaster, misuse, abuse, negligence or other external causes; third-party products; Internet or telecommunications failures; commercial use; unauthorized opening, use, service, tampering, alteration, repair or modification; or inadequate packing or shipping procedures. This Limited Warranty also does not cover cosmetic damage or normal wear and tear. This Limited Warranty does not apply to Devices sold as used, refurbished or reconditioned. This Limited Warranty does not cover damage caused by third party applications such as viruses, malware or other software. This Limited Warranty will be void if the Serial Number on your Device has been removed, tampered with or defaced or if your Device has been opened or serviced without authorization, tampered with, altered or modified. This Limited Warranty applies to your Device only (i.e., the hardware), and not to the software within your device. Similarly, this Limited Warranty does not cover downloaded data or materials, or accessories and peripherals, except as expressly provided above. This warranty is valid only in the United States. The Device must be accompanied by a copy of the original retail purchase receipt for the warranty to be valid. If no proof of purchase is attached, the warranty will not be honored and repair costs incurred will be the responsibility of the end user. This warranty is only valid with written documentation detailing the complaint attached to the outside or inside of the carton. This warranty does not provide protection for the loss of data, regardless of format or cause. SWITCHMATE HOME LLC reserves the right to modify and change the design of this Device without prior notice, written or otherwise.

**LIMITATIONS:** TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND WE SPECIFICALLY DISCLAIM ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG A STATUTORY OR IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. IN SOME JURISDICTIONS THE FOREGOING LIMITATION DOES NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. All content included on the SWITCHMATE HOME LLC Devices, including pre-loaded demonstration images, digital media, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, are the property of SWITCHMATE HOME LLC or its suppliers and partners and is protected by United States and international copyright laws or other intellectual property laws and treaties. Said content shall not be reproduced or used without express written permission from SWITCHMATE HOME LLC and its suppliers and partners respectively. Use of this product constitutes acceptance of these terms and conditions of warranty. To obtain technical support and warranty service, please register your product at [myswitchmate.com](http://myswitchmate.com) within ninety (90) days of purchase to enable the one (1) year Limited Warranty outlined in this document.