

SENSI™ COMFORT MONITORING LIMITED WARRANTY

1. INFORMATION FOR CONSUMERS

While our warranty does not extend to you, your contractor who purchased from Emerson Electric Co. ("Buyer") is protected by a 60 month limited product warranty from Emerson Electric Co. ("Seller"). You should contact your contractor to discuss returning this product. Goods sold hereunder ("Goods") are subject to other terms and conditions by and between any entity or person purchasing Goods from Seller.

2. THIS INFORMATION APPLIES TO GOODS SOLD

Subject to the limitations of Section 3, Seller warrants that the Goods manufactured by Seller and purchased for resale hereunder will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of 66 months from date of manufacture or 60 months from date of installation, whichever comes first. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY THE SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

This limited warranty does not extend to any losses or damages due to:

- a. Misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller.
- b. Operation of electrical equipment at voltages other than the range specified.
- c. Goods installed and operated in a corrosive atmosphere (chlorine, fluorine, salt, or other damaging chemicals) or being submerged in water.

To the extent that the Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If Buyer returns the defective Goods during the warranty period and in accordance with the instructions contained herein, transportation prepaid, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace the Goods at no charge, issue a credit or refund the purchase price for that portion of the Goods found by Seller to be defective. All returned Goods are subject to inspection, and if examination at the factory does not disclose any defect covered by this warranty, replacement of such

Goods or issuance of credit for same will not be approved.

Goods purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer.

This Section applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and same shall be bound by the limitations therein, including Section 3. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 2 and 3.

3. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED, AT SELLER'S OPTION, TO REPAIR, CORRECTION, OR REPLACEMENT OF ANY ALLEGED NON-CONFORMING GOODS UNDER SECTION 2, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 2. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHICH ARE WAIVED BY BUYER AND AS TO WHICH BUYER SHALL INDEMNIFY SELLER.

Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for costs of capital, fuel, power, and loss or damage to property or equipment or cost of repairing or replacing other property which was damaged if this product does not work properly.

Buyer assume all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components. Further, Buyer shall indemnify and hold Seller harmless from any liability to Buyer, Buyer's employees, workers, contractors or any other person arising out of Buyer's, or any other persons', use of the Goods. It is further expected that all instruction and warnings supplied by Seller will be passed on to those persons who use the Goods. Seller's Goods are to be used in their recommended applications and all warning labels adhered to the Goods by Seller are to be left intact.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

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INSTRUCTIONS FOR RETURNING SENSI COMFORT MONITORING PRODUCTS

- a. Buyer may not return Goods without first advising Seller of the reasons therefor, obtaining from Seller a Returned Goods Authorization (RGA) Number and the address to send the return goods from Comfort Monitoring Customer Service Department and observing such instructions as Seller may give in authorizing such return.
- b. Each item being returned MUST be accompanied with a RGA Form and Number before returning to Seller. The local Comfort Monitoring salesperson MUST approve the return of any in-warranty Goods (installed less than 60 months), which is over 66 months old according to the manufacturers date code, prior to shipment to the factory or the Goods will be considered out of warranty.
- c. The RGA Form MUST be filled out completely and the nature of the alleged defect described as accurately as possible for each Good. A simple description of "defective" or "won't work" is insufficient. Replacement or credit may be denied if the RGA form is not properly filled out.
- d. Any Goods identified with a completed form and received transportation "prepaid" at our factory that is found to be defective in materials and/or workmanship under normal use and service will, at Seller's option, be repaired, corrected, or replaced at no charge or refund/credit issued.
- e. If examination at the factory does not disclose any nonconformity covered by this warranty, a notice will be sent stating what Goods are not covered by warranty. We will hold the Goods for a period of 30 days at our factory. In such time, you are to advise us to either scrap the Goods at our factory, or return the Goods to you "as is". If we are not notified within the 30 day period as to the disposition of the Goods, we reserve the right to scrap at our factory and the return will be considered closed.