



**THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS UNDER THE LIMITED WARRANTY, AS WELL AS APPLICABLE LIMITATIONS AND EXCLUSIONS.**

**1. LIMITED WARRANTY COVERAGE; WARRANTY PERIOD.**

Clare Controls, LLC. (“Clare Controls”), 7519 Pennsylvania Avenue Sarasota, Florida USA, warrants to the original retail purchaser that original Clare Controls products and components (the “Product”) will be free from defects in materials and workmanship for a period of three (3) years from the date of shipment from Clare Controls (the “Warranty Period”). If the Product fails to conform to this Limited Warranty during the Warranty Period, Clare Controls will, at its sole discretion and election, either (a) repair or replace any defective Product or component; or (b) accept the return of the Product and refund the money actually paid by the original purchaser for the Product. Repair or replacement may be made with a new or refurbished product or components, at Clare Controls’ sole discretion. If the Product or a component incorporated within it is no longer available, Clare Controls may, at Clare Controls’ sole discretion, replace the Product with a similar product of similar function. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period. This Limited Warranty is not transferable from the original purchaser to subsequent owners.

**2. WARRANTY CONDITIONS.**

Before making a claim under this Limited Warranty, the original purchaser of the Product must (a) notify Clare Controls of the intention to claim by visiting [www.clarecontrols.com/returns](http://www.clarecontrols.com/returns) during the Warranty Period and providing a detailed description of the alleged failure and all third-party Product Peripherals defined below), and (b) comply with Clare Controls’ return merchandise authorization policy (the “RMA Policy”; [www.clarecontrols.com/returns](http://www.clarecontrols.com/returns)) and return shipping instructions. Clare Controls will have no warranty obligations with respect to a Product if it determines, in its reasonable discretion after examination of the Product, that the Product is an Ineligible Product (defined below). Clare Controls will bear costs of return shipping to the original purchaser, except with respect to any Ineligible Product, for which the original purchaser will bear all shipping costs.



### **3. EXCLUSIONS.**

This Limited Warranty does not cover the following (collectively, “Ineligible Products”): 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 User’s Guide or other instructions provided by Clare Controls; (c) abuse or misuse of the Product; (d) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane. This Limited Warranty does not cover consumable parts, including batteries, unless damage is due to defects in materials or workmanship of the Product, or software (even if such consumable parts or software are packaged or sold with the product). Clare Controls requires that you use only authorized Clare Controls service providers for maintenance or repair. Unauthorized use, maintenance, or repair of the Product or software can impair the Product’s performance and will invalidate this Limited Warranty.

### **4. DISCLAIMER OF WARRANTIES.**

EXCEPT AS EXPRESSLY STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLARE CONTROLS DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLARE CONTROLS ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

### **5. LIMITATION OF DAMAGES.**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL CLARE CONTROLS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, BUSINESS INTERRUPTION, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND CLARE CONTROLS’ TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS



LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

## **6. LIMITATION OF LIABILITY.**

THE CLARE CONTROLS SERVICES (“SERVICES”) PROVIDE YOU INFORMATION (“PRODUCT INFORMATION”) REGARDING YOUR OTHER PERIPHERALS CONNECTED TO THE PRODUCT (“PRODUCT PERIPHERALS”). THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO THE PRODUCT MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR CONVENIENCE ONLY, “AS IS”, AND “AS AVAILABLE”. CLARE CONTROLS DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT INFORMATION OR USE OF THE SERVICES OR THE PRODUCT WILL PROVIDE SAFETY IN YOUR HOME. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU ARE AND WILL BE SOLELY RESPONSIBLE FOR (AND CLARE CONTROLS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, TABLET, MOBILE DEVICE, AND ALL OTHER ITEMS, PROPERTY, AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR PRODUCT. PRODUCT INFORMATION PROVIDED BY THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION. FOR EXAMPLE, A NOTIFICATION PROVIDED THROUGH THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND VISIBLE INDICATIONS IN THE HOME AND ON THE PRODUCT, NOR FOR A THIRD PARTY MONITORING SERVICE.

## **7. YOUR RIGHTS AND THIS LIMITED WARRANTY.**

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states. The terms of this Limited Warranty will apply to the maximum 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.