



## **1. RESIDEO 5 YEAR WARRANTY POLICY**

### **1.0.1. Beneficiary of this Warranty**

This limited warranty is provided to its direct customer ("Buyer") by the member of the Resideo Technologies, Inc. group of companies ("Resideo") which sells the product.

Resideo does not provide this warranty to the consumer or end-user of the product. Resideo expects that Buyer will give its customers an equivalent warranty to that given by Resideo to Buyer hereunder. This does not affect any statutory obligations that Resideo may have to consumers as manufacturer of the Products.

### **1.0.2 Selected Products**

The products for which these Warranty Terms ("Warranty Terms") apply are specified in Addendum 1 (the "Products"), which is available at <https://www.resideo.com/emea/en/5-year-warranty-policy/>, which Resideo may update from time to time.

Resideo reserves the right, at its discretion, to change these Warranty Terms and the products to which these Warranty Terms apply. Please always check the most up to date version of these Warranty Terms on our website <https://www.resideo.com/emea/en/>, to confirm which products benefit from these Warranty Terms. Any changes to these Warranty Terms only apply to Products sold after the date of the change.

### **1.1 Applicable Sales Terms & Conditions**

All Products are sold on Resideo's Standard Terms and Conditions of Sale unless otherwise agreed in writing with Buyer. These Warranty Terms amend Resideo's Standard Terms and Conditions of Sale (or other agreed sales terms) and take precedence over them only to the extent that they are expressly inconsistent with them.

## **2. Resideo's Warranty**

Resideo warrants that the Products will be free from defective materials and faulty workmanship and conform to applicable specifications for a period of 60 months from the manufacturing date code on the Product.

If any Product becomes defective during the applicable warranty period for a reason that is not excluded below, Resideo will, at its sole option, either repair or replace free of charge with a new or re-furnished product, or credit to Buyer's account the price paid for the Product. Resideo will not be responsible for any of Buyer's costs of de-installing and re-installing the Product, travel or any other costs.

## **3. Exclusions from the Warranty**

This warranty is an extended manufacturer's warranty and to the extent permitted by law, is in lieu of all other warranties and conditions, expressed or implied including those of satisfactory quality or fitness for a particular purpose.



Resideo shall have no obligation under this warranty or otherwise if:

- (i) The product is not installed in accordance with Resideo's installation instructions and applicable installation standards, is not used for a purpose for which it is designed and in accordance with Resideo's user instructions or is not maintained in accordance with Resideo's care and maintenance instructions or is altered (including the alteration of any serial number), serviced or repaired by anyone other than Resideo/Resideo's Authorized Service/Repair Centre;
- (ii) Damage is caused by outside occurrences, such as lightning, power surges, fire, floods, acts of nature, or the like or quality of water, or is caused by misuse, or vandalism; or
- (iii) A defect is not caused by reason of defective materials or workmanship.

This warranty does not cover the costs of replacing consumable items (such as batteries), maintenance checks and adjustments, such as Product calibration, which may be required in accordance with the Product use and maintenance instructions.

## 4. Returns and Repairs

Prior to returning any Product that has become defective during the applicable warranty period for a reason that is not excluded under these Warranty Terms, Buyer must contact Resideo customer service to obtain a return merchandise authorization (RMA) number. To obtain the RMA number, Buyer must provide:

- Product model number and serial number,
- Proof of purchase, and
- Description of the defect.

Buyer shall send the defective Product to Resideo at its own expense, appropriately packaged to prevent damage to the Product, together with the RMA and proof of purchase, in accordance with the instructions of the Resideo customer service representative.

Resideo will test the returned Product to verify that it is defective. At Resideo's request Buyer shall provide such additional information as Resideo may reasonably require to verify the cause of the defect, including date and location of installation, Product application, manner of operation, maintenance records and failure mode. If Resideo determines that the Product is defective, Resideo will decide whether to repair or replace the Product or credit the Product purchase price to Buyer's account. If Resideo decides to replace the Product, Resideo will send the replacement Product to Buyer at Resideo's expense. Unless otherwise agreed in writing, Resideo will destroy any Product that it determines to be defective.

If Resideo does not find the Product defective, Resideo reserves the right to charge the Buyer for the reasonable costs of its investigation of the alleged defect. If Buyer pays Resideo in advance for the costs of returning the Product, Resideo will send the non-defective Product back to Buyer but otherwise Resideo will destroy the Product.

## 5. Out of Warranty Repairs



At the request of Buyer, Resideo will provide to Buyer a quotation for the costs to repair any Product outside of the applicable warranty period, if Resideo considers such Product to be

repairable. If Buyer accepts the quotation and sends the Product to Resideo (following the same process as for in-warranty returns), Resideo will repair the Product in accordance with the quotation and return the repaired Product to Buyer. The repaired Product will be warranted for 90 days from the date of repair.

## **6. Miscellaneous**

If any part of these Warranty Terms is prohibited by applicable laws, the relevant part shall be null and void, but the remainder of the Warranty Terms shall remain in full force and effect.

November 1<sup>st</sup>, 2021

**resideo**

