

# **NETATMO ONE (1) YEAR LIMITED WARRANTY**

Effective: Jan 1, 2012 (updated January 30, 2012)

Netatmo (SAS) warrants the product hardware components ('Product') against defects in material and workmanship when used in accordance with Netatmo's documentation ('Documentation') for a period of ONE (1) YEAR after the date of original retail purchase ('Warranty Period') from Netatmo or Netatmo's authorized reseller by the end-user purchaser ("Customer" or "you").

## **1. APPLICABLE PROVISIONS IN THE EVENT OF A BREACH OF LIMITED WARRANTY**

If the Product fails to conform to the Limited Warranty, Netatmo will, at its sole discretion and upon your submission of a valid claim to Netatmo (i) use commercially reasonable efforts to repair the defective Product with new or refurbished hardware functionally equivalent to the Product being repaired; (ii) replace the defective Product with a Product equivalent to new in performance and reliability; or (iii) exchange the defective Product for a refund of the Product's purchase price. A returned or repaired Product will be replaced under the terms of the Limited Warranty for the remaining Warranty Period, or ninety (90) days, whichever period is longer. This Limited Warranty is not transferable from Customer to subsequent Product owners, and the Warranty Period will not be extended for any such transfer.

## **2. CONDITION OF APPLICATION**

Netatmo's warranty obligations are conditioned on Customer (i) notifying Netatmo through the contact information available at <http://www.netatmo.com> during the Warranty Period of any failure of the Product to meet the Limited Warranty, including a detailed description of the alleged failure, (ii) otherwise complying with Netatmo's then-current return policy (see General Sales Conditions section "Right to cancel and return policy"), (iii) shipping, at Customer's cost, the affected Product to Netatmo for repair or replacement, and (iv) providing Netatmo with valid proof of purchase.

If Netatmo determines, after analysis of a returned Product, that the Product is an Ineligible Product (see Document and Section of Included Documentation), Netatmo will no longer have warranty obligations. Netatmo will bear all costs of return shipping to Customer, except with respect to any Ineligible Product, for which Customer will bear all shipping costs.

## **3. EXCLUSIONS**

Netatmo will have no warranty obligation with respect to the following circumstances ('Exclusions') ('Ineligible Products'): (i) a Product that has no defects in materials or workmanship, (ii) Products with defects that are not reproducible by Netatmo, (iii) Products marked as 'sample' or sold 'AS IS', (iv) Products whose serial number has been defaced or removed, or (v) Products that have been subject to: (a) any modifications, alterations, repair, or

servicing by any party other than Netatmo or Netatmo's authorized representatives; (b) handling, storage, installation, testing, or use not in accordance with the applicable Documentation; (c) abuse, negligence, neglect, accidents, abuse or misuse; (d) any breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) any Acts of God, including fire, flood, tornado, earthquake, hurricane, excessive snow, lightning, riot, insurrection, act of war or other disaster.

## **4. WARRANTY DISCLAIMER**

EXCEPT TO THE EXTENT SET FORTH ABOVE IN THIS LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED ON AN 'AS IS' BASIS, AND NETATMO DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND ACCURACY. NETATMO DOES NOT WARRANT THAT OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE PRODUCTS WILL IN EVERY CASE PROCESS ALL DATA CORRECTLY.

## **5. LIMITATION OF LIABILITY**

5.1 IN NO EVENT WILL (a) NETATMO BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCTS, EVEN IF NETATMO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) NETATMO'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO NETATMO OR NETATMO'S AUTHORIZED RESELLER FOR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. NETATMO DISCLAIMS ALL LIABILITY OF ANY KIND OF NETATMO'S SUPPLIERS.

5.2 THE NETATMO ONLINE SERVICES ('SERVICES') PROVIDE YOU INFORMATION ('PRODUCT INFORMATION') REGARDING INDOOR AND OUTDOOR MEASUREMENTS. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, 'AS IS', AND 'AS AVAILABLE'. NETATMO DOES NOT REPRESENT OR WARRANT THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND NETATMO DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR PRODUCT.

## 6. CONSUMER PROTECTION

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS 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 DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS LIMITED WARRANTY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Website: <https://www.netatmo.com>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.