

Nest x Yale Lock Limited Warranty

Yale, the "Warrantor", extends the following LIMITED WARRANTY to the original purchaser of the Nest® x Yale® Lock (herein the "lockset" or "locksets"):

1. ELECTRONIC COMPONENTS.

Electronic components warranted TWO (2) YEARS. Yale warrants to the original purchaser of the lockset(s) manufactured by it to be free of defects in material and workmanship as long as the consumer (as the term "consumer" is defined under United States Code Section 2301(3)) occupies the residential premises upon which the lockset was originally installed. If, after initial installation of the lockset, any of the electronic parts or the finish should become defective, the Warrantor will repair or replace the locksets, in accordance with this Limited Warranty. Electronic components include the touchscreen, circuit boards, and motor drive.

a. The warranty on the replacement lockset will be limited to the unexpired term of the original warranty.

b. Electronic components under warranty may be replaced with new or refurbished parts.

2. MECHANICAL PARTS & FINISH.

Yale warrants to the original purchaser of the lockset(s) manufactured by it to be free of defects in material and workmanship as long as the consumer (as the term "consumer" is defined under United States Code Section 2301(3)) occupies the residential premises upon which the lockset was originally installed. If, after initial installation of the lockset, any of the mechanical parts or the finish should become defective, the Warrantor will repair or replace the locksets, in accordance with this Limited Warranty.

a. When the lockset has been used for commercial, institutional, industrial or other installations other than single-family dwellings, the mechanical parts warranty is reduced to THREE (3) YEARS and the finish warranty is reduced to TWO (2) YEARS.

b. The warranty on the replacement lockset will be limited to the unexpired term of the original warranty.

3. CONDITIONS AND EXCEPTIONS.

This Limited Warranty shall apply only when the lockset is properly installed in accordance with local codes, ordinances and regulations, the printed instructions provided with it and good industry practices. THIS WARRANTY DOES NOT COVER defects caused by: modification, alteration, repair or service of the lockset by anyone other than Warrantor or an authorized designee of Warrantor; physical abuse to, or misuse of, the lockset or operation of it in a manner contrary to the accompanying instructions; shipment of the product to anyone other than Warrantor for service; improper installation; acts of God; fire; flood; casualty; failure to exercise normal maintenance; for the consequences of uses for which locksets were

not designed or designated, or for defects caused by the use of paints, solvents or other chemicals which come in contact with the lockset. THIS WARRANTY DOES NOT COVER scratches or abrasions. THIS WARRANTY DOES NOT APPLY to locksets or component parts of locksets that were not originally manufactured by Warrantor. THIS WARRANTY SHALL NOT APPLY TO SUBSEQUENT OWNERS.

4. SERVICE AND REPAIR EXPENSE.

Under this Limited Warranty the Warrantor will provide only a replacement lockset or a part of it. Warrantor will pay reasonable shipping costs for surface transportation only for locksets returned to Warrantor's Customer Service Department. Warrantor will ship replacement parts under this Limited Warranty at its expense by surface transportation only. Any special handling, express or expedited service or different method of transportation shall only be provided at the request and expense of the purchaser of the locksets. However, if warrantor determines that a lockset does not qualify for repair or replacement under the applicable Limited Warranty, Warrantor will notify the consumer of the estimated costs of repair or replacement and obtain the consumer's authorization and agreement to pay actual repair or replacement costs before proceeding with non-warranty repair or replacement. Warrantor shall have no liability to pay any costs for repairs performed by anyone other than Warrantor or its designee, unless in each instance Warrantor has given written approval for such repair. Warrantor shall not be responsible for any costs incurred for the removal or reinstallation of locksets covered by this Limited Warranty.

5. LIMITATION ON IMPLIED WARRANTIES.

ANY EXPRESS WARRANTY NOT PROVIDED IN THIS LIMITED WARRANTY, AND ANY REMEDY FOR BREACH OF CONTRACT THAT, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS EXCLUDED AND DISCLAIMED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE DURATION OF EACH EXPRESS WARRANTY PERIOD.

a. Should the locksets be considered a consumer product as may be covered by the Magnusson-Moss Federal Warranty Act, please be advised that some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

6. CLAIM PROCEDURE.

To obtain performance of any obligation under this Limited Warranty, you must contact: Yale Locks & Hardware, Customer Service Department, 225 Episcopal Road, Berlin, CT 06037 USA, Tel 1-800-438-1951, Fax 1-800-338-0965.

a. The Warrantor will only honor replacement with an identical or similar lockset or parts of it which are manufactured or distributed by the Warrantor.

b. Customer service department hours are between 8:00 am and 4:30 pm EST, Monday through Friday, except holidays.

7. DISCLAIMER.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF THE WARRANTOR WITH RESPECT TO THE LOCKSET OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE LOCKSET. THE MAXIMUM LIABILITY OF YALE HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE LOCKSET. UNDER NO CIRCUMSTANCES SHALL YALE BE LIABLE TO PURCHASER OR

ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF TORT, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE.

a. Should the locksets be considered a consumer product as may be covered by the Magnusson-Moss Federal Warranty Act, please be advised that (i) some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, and (ii) this Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

b. Warrantor reserves the right to make changes in designs and specifications or to make additions or improvements on its products without notice and without incurring any obligation to incorporate them on products previously manufactured.

Nest Labs, Inc. Limited Warranty Nest Secure

THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

1. WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE

Nest Labs, Inc. ("Nest Labs"), 3400 Hillview Avenue, Palo Alto, California USA, warrants to the owner of the enclosed product that the product contained in this box ("Product") will be free from defects in materials and workmanship for a period of two (2) years from the date of delivery following the original retail purchase (the "Warranty Period"). If the Product fails to conform to this Limited Warranty during the Warranty Period, Nest Labs will, at its sole discretion, 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 Nest Labs' sole discretion. If the Product or a component incorporated within it is no longer available, Nest Labs may, at Nest Labs' 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 transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer.

2. TOTAL SATISFACTION RETURN POLICY

If you are the original purchaser of the Product and you are not satisfied with this Product for any reason, you may return it in its original condition within thirty (30) days of the original purchase and receive a full refund.

3. WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO CLAIM UNDER THIS LIMITED WARRANTY

Before making a claim under this Limited Warranty, the owner of the Product must (a) notify Nest Labs of the intention to claim by visiting nest.com/support during the Warranty Period and providing a description of the alleged failure, and (b) comply with Nest Labs' return shipping instructions. Nest Labs will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after examination of the returned Product, that the Product is an Ineligible Product (defined below). Nest Labs will bear all costs of return shipping to owner and will reimburse any shipping costs incurred by the owner, except with respect to any Ineligible Product, for which owner will bear all shipping costs.



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4. WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following (collectively "Ineligible Products"); (i) Products marked as "sample" or "Not for Sale", or sold "AS IS"; (ii) 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, Placement Guidelines, or other instructions provided by Nest Labs; (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; or (iii) any non-Nest Labs branded hardware products, even if packaged or sold with Nest Labs hardware. 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 packaged or sold with the product). Nest Labs recommends that you use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product's performance and may invalidate this Limited Warranty.

5. DISCLAIMER OF WARRANTIES

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEST LABS 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, NEST LABS ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

6. LIMITATION OF DAMAGES

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL NEST LABS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND NEST LABS' 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.

7. LIMITATION OF LIABILITY

THE NEST LABS ONLINE SERVICES ("SERVICES") PROVIDE YOU INFORMATION ("PRODUCT INFORMATION") REGARDING YOUR NEST PRODUCTS OR OTHER PERIPHERALS CONNECTED TO YOUR PRODUCTS ("PRODUCT PERIPHERALS"). THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO YOUR PRODUCT MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". NEST LABS 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 PRODUCT WILL PROVIDE SAFETY IN YOUR HOME. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND NEST LABS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS 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 THAT MONITORS ALARM STATE.

8. 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, provinces or jurisdictions. The terms of this Limited Warranty will apply to the 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.

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