Safety, Warranty & Regulatory Guide for Google Nest Thermostat

This booklet provides important safety, regulatory, and warranty information that you should read before you start using your Nest Thermostat.

Basic Safety
PRODUCT INFORMATION
- Purpose of control: Thermostat, Timer
- Protection against electric shock: Independently Mounted Class III
- Surge immunity category: Installation Class 2 or Residential
- Pollution degree: 2
- Type of action: 1
- Rated impulse voltage: 0.33kV
- Temperature for the ball pressure test: 100°C
- ELV limits: 24 V-

This Nest Thermostat contains alkaline AAA batteries which are sensitive components that can cause injury if damaged or ingested. Keep away from children. If ingested, seek medical attention immediately. Use of unqualified and/or damaged battery or improper disposal may present a risk of fire, explosion, leakage and/or other hazards. Do not open, disassemble, crush, puncture, heat or incinerate batteries. Do not attempt to recharge an alkaline battery. When replacing batteries, use AAA 1.5V alkaline batteries only.

Service & Support
For online help and support, visit g.co/nest/support

Regulatory Information
Regulatory information, certification, and compliance marks specific to Nest Thermostat can be found on your device. Additional regulatory and environmental information can be found at g.co/nest/legal

EMC Compliance
Important: This device and accessories have demonstrated Electromagnetic Compatibility (EMC) compliance under conditions that included the use of compliant peripheral devices between system components. It is important that you use compliant peripheral devices between system components to reduce the possibility of causing interference to radios, televisions, and other electronic devices.

FCC Regulatory Compliance
This device complies with Part 15 of the FCC Rules. Operation is subject to the following 2 conditions:
1. This device may not cause harmful interference.

2. This device must accept any interference received, including interference that may cause undesired operation.

The Federal Communications Commission regulations provide that changes or modifications not expressly approved by Google LLC could void your authority to operate this equipment.

Radio Frequency Exposure
Maintain a distance of 20 cm (8 inches) from your body to be consistent with how the device is tested for compliance with RF exposure requirements.

For FCC Compliance Statement, visit g.co/nest/fcccompliance

Responsible Party – U.S. Contact Information
Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043.
Contact: g.co/nest/contact
Model Number: G4CV2
Product Name: Google Nest Thermostat

Open Source Compliance
g.co/nest/notices

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Google Consumer Hardware Limited Warranty | USA and Canada

This Limited Warranty applies only if you are a consumer and purchased your Google Product ("Google Product") in the United States or Canada.

Total Satisfaction Return Policy. If you are the original purchaser of this Google Product and you are not satisfied with this Google 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.

What does this warranty cover and how long does it last? Google warrants that a new Google Product (including any ancillary parts that may be packaged with it) will be free from defects in materials and workmanship under normal use in accordance with Google's published user documentation for one year from the date of original retail purchase in its original packaging by you. If a Google Product has been refurbished, Google warrants that the Google Product (including any ancillary parts that may be packaged with it) will be free from defects in materials and workmanship under normal use in accordance with Google's published user documentation for ninety days from the original date of retail purchase by you (these warranties are collectively referred to as our "Limited Warranty").

Nest Pro Extended Warranty: The warranty period above is extended for an additional two (2) years if the Google Product is sold to you and installed by a Nest Pro who, if applicable, enters a valid Nest Pro ID during setup. Notwithstanding the foregoing, the warranty period for a factory refurbished Google Product is not extended, even if installed by a Nest Pro.

What will Google do? (THIS IS YOUR EXCLUSIVE REMEDY) If a defect covered by this Limited Warranty arises and you return your Google Product
during the Limited Warranty period (which is one year for new products and ninety days for refurbished products), Google will in its sole discretion and to the extent permitted by law repair your Google Product using new or refurbished parts, replace your Google Product with a new or refurbished Google Product functionally at least equivalent to yours, or accept the return of your Google Product in exchange for a refund of the purchase price you paid for your Google Product. If Google repairs or replaces your Google Product, the repaired or replaced Google Product will continue to be warranted for the remaining time of the original warranty period. All returned parts for which you have received a replacement will become the property of Google. Repair or replacement may result in loss of data. Nothing in this Limited Warranty will reduce or otherwise affect your statutory rights in relation to your Google Product.

THE LIMITED WARRANTY WRITTEN ABOVE IS THE ONLY EXPRESS WARRANTY GOOGLE PROVIDES FOR YOUR GOOGLE PRODUCT, AND THE ABOVE REMEDY IS YOUR SOLE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, ARISING FROM COURSE OF CONDUCT OR OTHERWISE, REGARDING YOUR GOOGLE PRODUCT, EXCEPT THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY ABOVE (EITHER ONE YEAR OR NINETY DAYS, DEPENDING ON WHETHER YOUR GOOGLE PRODUCT IS NEW OR REFURBISHED).

Some states, provinces or territories do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

What does this warranty cover? This Limited Warranty is only valid and enforceable in locations where the Google Product is sold and will apply only if you purchased your Google Product from Google or its authorized resellers. This Limited Warranty only applies to hardware components (and not any software elements) of Google Product, and this Limited Warranty does not apply to damage caused by: (1) normal wear and tear; (2) accidents; (3) misuse (including failure to follow product documentation); (4) neglect; (5) disassembly; (6) alterations; (7) servicing other than by Google-authorized technicians; and (8) external causes such as, but not limited to: water damage, exposure to sharp objects, exposure to excessive force, anomalies in the electrical current supplied to the product, and extreme thermal or environmental conditions. This Limited Warranty does not guarantee that use of the Google Product will be uninterrupted or error-free.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE AND ITS SUBSIDIARIES AND AFFILIATES COLLECTIVELY “GOOGLE PARTIES”) SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OR FAILURE OF ANY WARRANTY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH YOUR GOOGLE PRODUCT OR THESE TERMS, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT A GOOGLE PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GOOGLE PARTIES’ TOTAL LIABILITY IN CONNECTION WITH YOUR GOOGLE PRODUCT OR THIS LIMITED WARRANTY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID GOOGLE FOR YOUR GOOGLE PRODUCT.

Some states, provinces or territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

How do you make a claim? To make a claim under the Limited Warranty, please contact Google Product Support at g.co/nest/support. You must provide your name, contact information, and the serial number of your Google Product to receive support. You may also be required to provide a purchase receipt.

Other limitations: No vendor, seller, authorized reseller, employee or representative of Google or its affiliates or any third party is authorized to make any modification, extension or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.

How state, province, territory, and other laws apply to you: This warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

This Limited Warranty is given by Google LLC, organized in the state of Delaware, whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

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Notice of Arbitration

APPLICABLE ONLY TO USERS LOCATED IN THE U.S.

In accordance with the Google Arbitration Agreement – Devices, Related Accessories, and Related Subscription Services (“Arbitration Terms”) set forth at g.co/devicearbitration, you acknowledge and agree that disputes relating to your Google device, related accessories, and related subscription services for your Google device (“Google Device”) will be resolved through BINDING ARBITRATION on an individual, non-class basis, unless you have opted out or another exception applies as described in the Arbitration Terms. For disputes subject to arbitration, you agree to first send a written notice of the dispute by certificated U.S. Mail or by Federal Express (or international equivalent) to Google’s address for notice, Google LLC, Legal Department – Hardware Arbitration, c/o Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833. The notice has to include, if available: (a) the name of the person making the claim, (b) the type of Google Device, as applicable, (c) the serial number of the Google Device, (d) the email address used to activate the Google Device, as applicable, (e) a description of the nature and basis of the claim, (f) the result that is desired (e.g., an amount of money), and (g) the case number(s) assigned by Google to track previous attempts to resolve the dispute, if there is one. Each party agrees to try to resolve the claim, but if the case cannot be resolved within 60 days after the notice is received, you or Google may initiate an arbitration proceeding by following the American Arbitration Association (“AAA”) Rules. Unless the parties agree otherwise, your demand for arbitration must be sent to Google’s address for notice and entitled “Demand for Arbitration.” Google will send demands for arbitration to you at the e-mail address provided in the notice of the dispute.