

Nest Labs, Inc. Limited Warranty Learning Thermostat

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This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province or jurisdiction. The disclaimers, exclusions, and limitations of liability under this Limited Warranty will not apply to the extent prohibited 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.

1. WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE Nest Labs, Inc. (“Nest Labs”), 900 Hansen Way, 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 [one (1) year for Factory Refurbished Products] 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 replace the Product with a similar product of similar function, at Nest Labs’ sole discretion. 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 ninety (90) days from the date of delivery or 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 being able to claim under this Limited Warranty, the owner of the Product must (a) notify Nest Labs of the intention to claim by visiting <http://support.nest.com> during the Warranty Period and providing a description of the alleged failure, and (b) comply with Nest Labs’ return shipping instructions, and (c) ship the Product at owner’s cost (except where prohibited by applicable law) to Nest Labs for repair or replacement. 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, except with respect to any Ineligible Product, for which owner will bear all shipping costs.

4. WHAT THIS LIMITED WARRANTY DOES NOT COVER This warranty does not cover the following (collectively “Ineligible Products”): Products marked as “sample” or sold “AS IS”; or 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 Installation Guide 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 lightning, fire, flood, tornado, earthquake, or hurricane. This 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. Nest Labs does not warrant that operation of the Product will be error-free or uninterrupted or that the Product will in every case process all data correctly.

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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.

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8. VARIATIONS THAT MIGHT APPLY TO THIS LIMITED WARRANTY Some jurisdictions do not allow limitations on how long an implied warranty lasts or exclusions/limitations on incidental or consequential damages, so some of the limitations set out above may not apply to you.

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