



INFORMATION FOR CONSUMERS:

While our warranty does not extend to you, your contractor or dealer who purchased from a wholesaler (“Buyer”) is eligible by the warranty listed below:

- Thermostats and thermostat wall plates are warranted for 5 years from the date of installation or 6 years from the date of manufacture, whichever comes first (this warranty excludes consumables such as batteries).
- Air cleaners and uv lights are warranted for 2 years from the date of installation or 3 years from the date of manufacture, whichever comes first (this warranty excludes consumables such as filters or light bulbs).

Subject to the limitations set forth herein, Seller warrants that the Goods purchased for resale hereunder will be free from defects in material and workmanship under normal use and regular service and maintenance.

This warranty shall not apply to any Goods which:

- a. Have been repaired or altered outside Seller’s factory by other than Seller in any manner that, in Seller’s Judgment, affects its serviceability or proper operation.
- b. Have been subjected by persons other than Seller to improper handling, operation, maintenance, repair or alteration.
- c. Have been subjected to misuse, negligence, improper installation or accident.

Seller’s obligation under this warranty, and the Buyer’s exclusive remedy for the breach thereof, shall be limited to, at Seller’s option, replacement of any alleged defective Goods or issuance of credit, excluding the cost of labor and any other expenses incurred in servicing the unit on which the Goods are installed. All returned Goods are subject to inspection, and if examination by Seller does not disclose any defect covered by this warranty, replacement of such Goods or issuance of credit for same will not be approved.

THE FOREGOING CONSTITUTES SELLER’S SOLE WARRANTY RESPONSIBILITY AND BUYER’S EXCLUSIVE REMEDY WHETHER SOUNDING IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR OTHERWISE, SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER IN CONNECTION WITH THE SALE, RESALE OR USE OF THE GOODS.

LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR CREDIT.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), AND IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY SELLER FOR ANY DAMAGES IN EXCESS THEREOF. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHICH ARE WAIVED BY BUYER AND AS TO WHICH BUYER SHALL INDEMNIFY SELLER.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital or loss or damage to property or equipment, or loss of reputation.

Further, Buyer shall indemnify and hold Seller harmless from any liability to Buyer, Buyer's employees, workers, contractors or any other person arising out of Buyer's or any other person's, use of the Goods. It is further expected and Buyer agrees that all instruction and warnings supplied by Seller will be passed on to those persons who use the Goods. Seller's Goods are to be used in their recommended applications and all warning labels adhered to the Goods by Seller are to be left intact.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted