



Synapse Wireless, Inc. Statement of Limited Warranty

- (A) **Hardware Warranty.** Synapse Wireless, Inc. (“Seller”) warrants that the supplied hardware Goods are free from defects in materials and workmanship under normal and proper use for one (1) year from the date said Goods are sold to Buyer; provided that the Goods listed below will have a five (5) year warranty period from the date the Goods are sold to Buyer: SimplySnap Lighting Controllers and SimplySnap Lighting Site Controller Gateways. Seller will not be liable or responsible for defects in any part of Goods manufactured by others, but Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, however, that the foregoing will not extend Seller’s warranty to any accessory products unless Seller specifically agrees in writing. Seller’s liability for breach of this hardware warranty will be limited to replacement, repair or refund, in Seller’s sole discretion. The Goods that Buyer considers defective must be returned per Seller’s standard Return Material Authorization procedures. Seller will not be responsible for labor or service for removing or replacing Goods returned under this warranty. Repair or replacement does not extend the warranty for such repaired or replaced Goods. This warranty will be void if, in Seller’s reasonable opinion, the defect was caused in whole or part by: (a) improper handling, use, operation or testing by anyone other than Seller; (b) failure to properly install or maintain the Goods by anyone other than Seller; (c) failure to install or maintain in accordance with the current edition of the U.S. National Electric Code or other applicable local electric or other applicable safety code; (d) modification, alteration or unauthorized repair by anyone other than Seller; (e) use with products or components that are incompatible with Seller’s Goods; (f) Force Majeure events or acts of vandalism, sabotage or hacking; (g) radio frequency interference; (h) removal from the country where the Goods were purchased, use in a country in which they are not registered for use, and/or use in a country for which they were not designed; (i) use in fail-safe environments in which failure of the Goods could lead to personal injury or significant property damage; or (j) any other cause beyond normal usage in accordance with Seller’s written instructions. This warranty is made only to Buyer and its original customer and not to any subsequent purchaser.
- (B) **Software Warranty.** Software Goods are provided by Seller “AS IS” with no warranty of any kind.
- (C) **Services Warranty.** If Seller is providing any paid services, Seller warrants that such services will be performed in accordance with generally accepted industry standards and practices by competent personnel. If any services fail to comply with this standard and Buyer provides notice of such non-compliance within thirty (30) days from the date the Services were performed, Seller will, at its option, either re-perform such services at no additional charge or



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refund to Buyer all fees paid by Buyer with respect to such non-complying services. The foregoing remedies are the exclusive remedies for any breach of Seller's warranty of services.

- (D) Intellectual Property Warranty. Seller represents and warrants that, to its knowledge, the Goods provided under this Agreement do not infringe on any patent, trademark or other proprietary right of a third party.

- (E) **LIMITATION OF LIABILITY. THE WARRANTIES IN SECTIONS (A), (B), (C) and (D) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER MATTER. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF USE OF GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME OR CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER WILL NOT BE LIABLE AND BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE AND OTHER LIABILITY RESULTING IN WHOLE OR PART FROM BUYER'S NEGLIGENCE OR WILLFUL MISCONDUCT. NO CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE MAY BE BROUGHT AGAINST SELLER MORE THAN TWENTY-FOUR (24) MONTHS AFTER DELIVERY OF GOODS TO BUYER. In any contract by Buyer for resale of Goods, Buyer will effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from handling, possession or use of Goods, and will exclude, as against Seller, any liability for special or consequential damages.**