

Warranty

Hardware Product Limited Warranty

Control4 Corporation dba Pakedge (“Pakedge”) warrants to the original end user purchaser, (“Customer”) of each new Pakedge product (“Pakedge Product”) that such Pakedge Product hardware and components (“Product Hardware”), when used in accordance with the documentation furnished by Pakedge, available with the Pakedge Product or at <http://www.pakedge.com/> (“Documentation”), will be free, in all material respects, of defects in materials and workmanship under normal use (“Limited Warranty”). This Limited Warranty is non-transferable and sets forth our sole and exclusive liability, and the sole and exclusive remedies available in relation to any non-conformity, defect or similar claim.

Limited Warranty Term

This Limited Warranty runs for a period of three (3) years from the date that the Customer purchases the Pakedge Product from an authorized Pakedge dealer (“Dealer”) as shown by an invoice or sales receipt for the Product Hardware (“Hardware Warranty Period”). Customer must retain the appropriate documentation as proof of the purchase date.

Exclusions Not Covered By This Limited Warranty

This Limited Warranty does not cover, and Pakedge and its suppliers are not responsible for:

- a. Damage, malfunction, or inoperability of the Pakedge Product caused by (i) shippers or delivery services, or due to Customer improperly opening the Pakedge Product packaging; (ii) operation or storage of the Pakedge Product outside of the environmental specifications provided in the Documentation; (iii) accident, abuse, neglect, flood, fire, earthquake, electrical surges or other external causes; (iv) misuse or operating the Pakedge Product outside the permitted or intended uses provided in the Documentation; (v) use of incorrect voltage lines, fuses, circuit breakers, or incompatible load types as set forth in the Documentation (vi) failure to install, maintain or repair the Pakedge Product in accordance with the Documentation and the applicable provisions of law for the jurisdiction where the Pakedge Product is being installed; (vii) a product, part or software that has been modified to alter functionality or capability without the express written permission of Pakedge; (viii) consumable parts (if any), unless damage occurred due to a defect in materials or workmanship in the Pakedge Product; (ix) cosmetic damage, including, but not limited to, scratches, dents and normal wear and tear; and (x) Pakedge Product in which the serial number has been removed or defaced;
- b. any on-site labor costs incurred by Customer for the diagnosis, removal, repair, reinstallation, and/or reprogramming of the Pakedge Product;
- c. any non-Pakedge hardware, batteries or software product (manufacturers, suppliers, or publishers, other than Pakedge, may provide their own warranties to Customer for their products, but Pakedge, insofar as permitted by law, provides non-Pakedge Products only “**AS IS**”); and
- d. the cost of repairing or replacing, or compensation for, any property that is damaged when a Pakedge Product does not work properly, even if the damage was caused by a Pakedge Product. (See Section 10 for additional details about this exclusion.)

Additional Warranty Limitations

PAKEDGE DOES NOT WARRANT THAT OPERATION OF THE PAKEDGE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE PAKEDGE PRODUCTS WILL IN EVERY CASE PROCESS ALL DATA CORRECTLY. CUSTOMER ACKNOWLEDGES THAT PAKEDGE DOES NOT CONTROL CUSTOMER'S EQUIPMENT OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. PAKEDGE, ITS AFFILIATES SUPPLIERS AND OTHER PROVIDERS ARE NOT RESPONSIBLE FOR ANY LIMITATION, INTERRUPTIONS, DELAYS, CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS, OR OTHER DAMAGE INHERENT IN THE USE OF COMMUNICATIONS EQUIPMENT. PAKEDGE DOES NOT WARRANT THE PRODUCT TO BE IMMUNE FROM VIRUSES, INTRUSION OR ATTACK. Pakedge does not represent or warrant that product information will be available, accurate, or reliable. Customer uses all applicable product information, services, and the Pakedge Product at Customer's discretion and risk. Customer will be solely responsible for any and all loss, liability, or damages, including Customer's appliances, plumbing, electrical wiring, wired or wireless networks, home, computers, mobile devices, and all other items in Customer's residence or commercial property, resulting from Customer's use of the Pakedge Products, product information, or services, even if the damage was caused by Pakedge Product. (See Section 10 for additional details about these limitations.)

Not-Intended-Use Disclaimer

PAKEDGE PRODUCTS ARE NOT INTENDED OR LICENSED FOR AND PAKEDGE SPECIFICALLY DISCLAIMS LIABILITY FOR USE OF THE PAKEDGE PRODUCTS IN CRITICAL CONTROL, ON-LINE CONTROL EQUIPMENT, HAZARDOUS, HIGH RISK OR FAIL-SAFE ACTIVITY SUCH AS IN THE OPERATION OF DIRECT LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

Obtaining Warranty Service

In order to obtain warranty service, Customer must submit a valid claim to Pakedge. To submit a valid claim a Customer must complete the following requirements ("Valid Claim"): (a) provide written notice to a Dealer that describes the location of the Pakedge Product and nature of the non-conformity, and includes proof of the Customer's purchase date ("Notice"); (b) provide such Notice (i) within the Hardware Warranty Period, and (ii) within thirty (30) days of discovery of the non-conformity; (c) obtain a Return Merchandise Authorization ("RMA") number from a Dealer, and (d) securely pack and ship the defective Pakedge Product to the Dealer that provided the RMA, Customer assumes all costs and risks associated with transportation (i) within thirty (30) days from the date the RMA was issued (RMA numbers may be cancelled if the Pakedge Product is not received by the Dealer within the thirty (30) day period), (ii) with the RMA number clearly marked on the outside of each box being returned. Any shipment that does not meet all of the Valid Claim requirements may be refused by Pakedge. Pakedge is not responsible for any refused shipments or any damage caused due to shipping, whether or not it was a Valid Claim. Customer shall be responsible for return shipment charges for Product returned where Pakedge determines there is no defect with the product, or that product is not eligible for warranty service under this Limited Warranty. Compliance with these requirements is a condition to coverage under this Limited Warranty.

Upon receipt of a Valid Claim, Pakedge will, at its option and to the extent permitted by law, either (a) repair the Product Hardware defect, at no charge, using new or refurbished replacement parts, (b) exchange the applicable Pakedge Product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the Pakedge Product, or (c) refund the Pakedge Product purchase price paid by Customer. A replacement product or part that has been installed by Pakedge assumes the remaining Hardware Warranty Period (plus the period from the date the Pakedge Product is shipped for warranty service until the return date when the Pakedge Product is received by the Customer during which the Customer's Pakedge Product was undergoing warranty service) of the original Product Hardware or ninety (90) days from the date of replacement or repair, whichever provides longer coverage to Customer. When a product or part is exchanged, any replacement item becomes Customer's property, and the replaced item becomes Pakedge's property. When a refund is given, the Pakedge Product for which the refund is provided must be returned to Pakedge, and it becomes Pakedge's property.

Before Customer delivers the Pakedge Product for warranty service, it is Customer's responsibility to keep a separate backup copy of the contents and disable any security passwords (if any). THE CONTENTS OF CUSTOMER'S PAKEDGE PRODUCT MAY BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. The Pakedge Product will be returned to Customer configured as originally purchased, subject to applicable updates. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

Warranty Disclaimer

UPON EXPIRATION OF THIS LIMITED WARRANTY, PAKEDGE DISCLAIMS AND WILL NOT BE RESPONSIBLE FOR ANY OTHER WARRANTY, INCLUDING EXPRESS AND IMPLIED WARRANTIES. THIS MEANS THAT TO THE EXTENT ALLOWED BY LAW, COMMENCING ON THE APPLICABLE PAKEDGE LIMITED WARRANTY EXPIRATION DATE, ALL PAKEDGE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND PAKEDGE DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PAKEDGE PRODUCTS, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, QUALITY OF SERVICE OR RESULTS, AVAILABILITY, SATISFACTORY QUALITY, ACCURACY AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE IN CONNECTION WITH SUCH PRODUCTS AND SERVICES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

A) Limitation Of Customer Remedies

IN NO EVENT WILL PAKEDGE OR ANY OF ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO A BREACH OF THIS LIMITED WARRANTY OR CUSTOMER OPERATION OR USE OF THE PAKEDGE PRODUCTS THROUGH CUSTOMER'S ACCOUNT OR BY ANYONE ELSE, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF DATA, CONTENT OR PROGRAMMING, COSTS OF REPLACEMENT OR SUBSTITUTE PRODUCTS, LOSS OF REVENUE OR PROFITS, OR BUSINESS INTERRUPTION, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO GOOD WILL OR REPUTATION, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CUSTOMER BY ANY THIRD PERSON, EVEN IF PAKEDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY PAKEDGE TO PERFORM ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY DUE TO ANY CAUSE BEYOND PAKEDGE'S REASONABLE CONTROL; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST PAKEDGE MORE THAN ONE YEAR AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

(B) Limitation Of Pakedge's Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS LIMITED WARRANTY, PAKEDGE'S AND ITS SUPPLIERS' LIABILITIES UNDER THIS LIMITED WARRANTY TO CUSTOMER OR TO THIRD PARTIES, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY PAKEDGE FOR THE APPLICABLE PAKEDGE PRODUCTS IN THE TWELVE MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM. CUSTOMER UNDERSTAND THAT THESE LIMITATIONS OF PAKEDGE'S AND ITS SUPPLIERS' LIABILITY ARE A FUNDAMENTAL PART OF THIS LIMITED WARRANTY. Additionally, this provision is not intended to limit Pakedge's liability in the event of Pakedge's willful or intentional misconduct.

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

Legal Procedures

To the extent permitted by law, this Limited Warranty will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Utah, without reference to its conflict of laws rules. The

U.N. Convention on Contracts for the International Sale of Goods will not apply to this Limited Warranty. If any provision of this Limited Warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be enforced to the maximum extent permitted by law to effectuate the purposes of this Limited Warranty. Any of the provisions of this Limited Warranty may be waived by the party entitled to the benefit thereof.

Modifications To This Limited Warranty

NO RESELLER, VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED BY PAKEDGE TO MODIFY THIS LIMITED WARRANTY OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS IN ADDITION TO, DIFFERENT FROM, OR INCONSISTENT WITH THE WARRANTIES, REPRESENTATIONS OR PROMISES EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY. A current version of this Limited Warranty can be found by visiting <http://pakedge.com/legal/term-of-sale/index.php>.

State Law Exceptions

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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