

Control4 Limited Warranty

1. HARDWARE PRODUCT LIMITED WARRANTY.

Control4 Corporation ("Control4") warrants to the original end user purchaser, ("Customer") of each new Control4 product ("Control4 Product") that such Control4 Product hardware and components ("Product Hardware"), when used in accordance with the technical Spec Sheets furnished by Control4, available with the Control4 Product or at www.control4.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 Control4's sole and exclusive liability, and the sole and exclusive remedies available in relation to any non-conformity, defect or similar claim.

2. LIMITED WARRANTY TERM.

This Limited Warranty runs for a period of two (2) years from the date that the Customer purchases the Control4 Product from an authorized Control4 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.

3. EXCLUSIONS NOT COVERED BY THIS LIMITED WARRANTY.

This Limited Warranty does not cover, and Control4 and its suppliers are not responsible for:

(A) Damage, malfunction, or inoperability of the Control4 Product caused by:

(i) shippers or delivery services, or due to Customer improperly opening the Control4 Product packaging;

(ii) Operation, storage, or application of the Control4 Product outside of the environmental, temperature, and other specifications provided in the Documentation;

(iii) Acts of God, including, but not limited to, flood, fire, earthquake, lightning, electrical surges, or any other external cause;

(iv) Any act beyond Control4's direct control, including, but not limited to, unauthorized repair or installation by Customer or 3rd party, accident, abuse, misuse, neglect, use of incompatible devices and accessories, operating the Control4 Product outside the permitted or intended uses provided in the Documentation, or any other reason besides a defect in material or workmanship;

(v) Use of incorrect voltage lines, fuses, circuit breakers, or incompatible load types as set forth in the Documentation, or failure to provide adequate, continuous, compatible power to the Product, if applicable;

(vi) Interference from radio frequencies, infrared sources, or obstacles;

(vii) Normal wear and tear, or failure to install, maintain, or repair the Control4 Product in accordance with the Documentation and the applicable provisions of law for the jurisdiction where the Control4 Product is being installed;

(viii) Any product, part or software that has been modified to alter functionality or capability without the express written permission of Control4;

(ix) Batteries and consumable parts (if any), unless damage occurred due to a defect in materials or workmanship in the Control4 Product;

(x) Cosmetic damage, including, but not limited to, scratches, dents and normal wear and tear;

(xi) Control4 Product in which the serial number has been removed or defaced; and

(xii) ANY DAMAGE, MALFUNCTION, OR INOPERABILITY ARISING FROM INSTALLATION, MAINTENANCE, OR PROGRAMMING PERFORMED BY AN INDEPENDENT CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ANY DEALER RECOMMENDED OR CERTIFIED BY CONTROL4.

(B) any on-site labor costs incurred by Customer for the diagnosis, removal, repair, reinstallation, and/or reprogramming of the Control4 Product;

(C) any non-Control4 hardware, including the functionality of 3rd party products controlled or automated by Control4 Products or Software (a "Control4 System"), batteries or software product (manufacturers, suppliers, or publishers, other than Control4 may provide their own warranties to Customer for their products, but Control4, insofar as permitted by law, provides non-Control4 Products only "AS IS"); and

(D) the cost of repairing or replacing, or compensation for, any property that is damaged when a Control4 Product does not work properly, even if the damage was caused by a Control4 Product (see Section 10 for additional details about this exclusion).

4. ADDITIONAL WARRANTY LIMITATIONS.

CONTROL4 DOES NOT WARRANT THAT OPERATION OF THE CONTROL4 PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE CONTROL4 PRODUCTS WILL IN EVERY CASE PROCESS ALL DATA CORRECTLY. CUSTOMER ACKNOWLEDGES THAT CONTROL4 DOES NOT CONTROL CUSTOMER'S EQUIPMENT OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. CONTROL4, 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. CONTROL4 DOES NOT WARRANT THE PRODUCT TO BE IMMUNE FROM VIRUSES, INTRUSION OR ATTACK. Control4 does not represent or warrant that product information will be available, accurate, or reliable. Customer uses all applicable product information, services, and the Control4 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 Control4 Products, product information, or services, even if the damage was caused by Control4 Product (see Section 10 for additional details about these limitations).

5. 3RD PARTY CONTENT.

From time to time, Control4 may make available various 3rd party software services ("3rd Party Content"). To the maximum extent permitted by law, Control4 expressly disclaims any and all warranties with respect to 3rd Party Content. Control4 makes no warranty that;

(A) the 3rd Party Content will meet your requirements;

(B) the 3rd Party Content will be uninterrupted, timely, secure, or error-free;

(C) the results from the use of the 3rd Party Content will be effective, accurate, or reliable; or

(D) the quality of the 3rd Party Content will meet Customer's expectations.

6. UNINTENDED-USE DISCLAIMER.

CONTROL4 PRODUCTS ARE NOT INTENDED OR LICENSED FOR, AND CONTROL4 SPECIFICALLY DISCLAIMS LIABILITY FOR USE OF THE CONTROL4 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

CONTROL4 SYSTEM COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

7. OBTAINING WARRANTY SERVICE.

In order to obtain warranty service, Customer must submit a valid claim to Control4. To submit a valid claim a Customer must complete the following requirements (all together, a "Valid Claim"):

- (A) Provide written notice to a Dealer that describes the location of the Control4 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; and
- (C) Obtain a Return Merchandise Authorization ("RMA") number from a Dealer, and
- (D) Securely pack and ship the defective Control4 Product to the Dealer that provided the RMA (with Customer assuming 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 Control4 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 Control4. Control4 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 Control4 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, Control4 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 Control4 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 Control4 Product, or
- (C) Refund the Control4 Product purchase price paid by Customer.

A replacement product or part that has been installed by Control4 assumes the remaining Hardware Warranty Period (plus the period from the date the Control4 Product is shipped for warranty service until the return date when the Control4 Product is received by the Customer after 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 Control4's property. When a refund is given, the Control4 Product for which the refund is provided must be returned to Control4, and it becomes Control4's property.

8. BACKUP.

Before Customer delivers the Control4 Product for warranty service, it is Customer's responsibility to keep a separate backup copy of the contents and disable security passwords (if any). THE CONTENTS OF CUSTOMER'S CONTROL4 PRODUCT MAY BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. The Control4 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.

9. WARRANTY DISCLAIMER.

UPON EXPIRATION OF THIS LIMITED WARRANTY, CONTROL4 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 CONTROL4 LIMITED WARRANTY EXPIRATION DATE, ALL CONTROL4 PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND CONTROL4 DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CONTROL4 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.

10. (A) LIMITATION OF CUSTOMER REMEDIES.

IN NO EVENT WILL CONTROL4 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 CONTROL4 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 CONTROL4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY CONTROL4 TO PERFORM ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY DUE TO ANY CAUSE BEYOND CONTROL4'S REASONABLE CONTROL;

(C) ANY CLAIMS OF IP INFRINGEMENT WHERE CUSTOMER PERSISTS IN USING A VERSION OF THE PRODUCT OTHER THAN THE MOST CURRENT VERSION, OR WHERE PRODUCTS ARE MODIFIED, COMBINED, OR SOLD WITHOUT CONTROL4'S EXPRESS PERMISSION; OR

(D) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST CONTROL4 MORE THAN ONE YEAR AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

(B) LIMITATION OF CONTROL4'S LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS LIMITED WARRANTY, CONTROL4'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 CONTROL4 FOR THE APPLICABLE CONTROL4 PRODUCTS IN THE TWELVE MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM. CUSTOMER UNDERSTANDS THAT THESE LIMITATIONS OF CONTROL4'S AND ITS SUPPLIERS' LIABILITY ARE A FUNDAMENTAL PART OF THIS LIMITED WARRANTY. Additionally, this provision is not intended to limit Control4's liability in the event of Control4'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.

11. 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. CUSTOMER CONSENTS TO THE EXCLUSIVE GENERAL JURISDICTION OF THE STATE AND FEDERAL COURTS OF UTAH, AND HEREBY WAIVES ANY OBJECTION TO SUCH VENUE. 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.

12. MODIFICATIONS TO THIS LIMITED WARRANTY.

NO RESELLER, VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED BY CONTROL4 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://www.control4.com/legal/warranty/control4-warranty>.

13. SPECIFIC JURISDICTIONAL EXCEPTIONS.

This warranty gives you specific legal rights, and you may also have other specific legal rights which vary from state to state and in countries other than the United States.