



LIMITED WARRANTY

Limited Warranty: This Limited Warranty is extended only to the original Owner of the system and may be enforced only by the Original Owner. eLifespaces warrants to the Owner that materials and equipment furnished under the Project Estimate will be of good quality and new (unless the Project Estimate requires or permits otherwise). eLifespaces warrants that the work provided will be performed in a professional and workmanlike manner consistent with applicable industry standards. eLifespaces further warrants that the workmanship will conform to the requirements of the Project Estimate and will be free from defects, except for those inherent in the quality of the work the Project Estimate requires or permits. Work, services, materials, or equipment not conforming to these requirements may be considered defective. This warranty will be in effect for a period of ninety (90) days from the completion of the applicable work/services (the "Warranty Period"). If during the Warranty Period, eLifespaces receives written notice from Owner of non-conformity with the performance of the Project Estimate, eLifespaces will (as Customer's sole and exclusive remedy and eLifespaces' entire liability for any breach of the foregoing warranty), at its sole expense, promptly re-perform any work/services that fails to meet this Limited Warranty. During the Warranty Period, eLifespaces' labor required to make mechanical adjustments to the work will be free of charge from the date of Owner's use or the time of substantial completion.

Manufacturers' warranties for materials supplied by eLifespaces and used in the Work convey to the Customer and commence with Customer's use or at the time of substantial completion. eLifespaces' labor required to repair or replace defective components under the Manufacturer's warranty will be free of charge for a period concurrent to the Manufacturer's warranty period, not to exceed one year from the date of Customer's use or the time of substantial completion.

Conditions Not Covered by this Limited Warranty: This limited warranty does not apply to the following conditions: A) any and all systems and/or components provided to eLifespaces by the Owner (or agents thereof) for installation; B) any work, changes and/or alterations performed, systems installed and/or components installed by Owner (or agents thereof) and/or any third parties; C) damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse; D) failure of the Owner to properly secure the electronic system devices; E) failure of Owner (or agents thereof) to properly follow the operating instructions provided by manufacturer and/or eLifespaces at time of installation or at a later date; F) absence, trouble, erratic, or inconsistent connectivity provided by Service Provider communications; G) trouble due to irregular or interruption of power; H) batteries; I) ordinary maintenance and repair of system, J) cabling due to normal wear and tear or damage by others; K) modifications required resulting from alterations in the Owner's premises by damage; or any other voluntary or involuntary means; modifications made necessary by changes in the Owner's premise beyond the control of eLifespaces; L) Conditions unknown or undisclosed; M) Cabling or cabling ports which are exposed to weather elements or exposed to higher concentrated salt air from which oxidation of the connections may occur; N) Any damage or defect caused by abuse, alterations to the Work not executed by eLifespaces; and O) Improper or insufficient maintenance.

Furthermore, eLifespaces does not warrant the continuing performance of any programming (included in the Project Estimate) due to any acts and/or omissions of any Third-Party materials/services. All initial programming will be performed in a professional and workmanlike manner consistent with applicable industry standards. After the initial programming, Third Parties may alter, modify, or eliminate certain materials/services which may adversely affect the product's function or interface with other systems. eLifespaces has no control of those Third-Party actions and does not warrant programming performance relating to any action by a Third-Party following the completion of the work identified in the Project Estimate.

For services that are not covered by this Limited Warranty, a charge will be made for the service call of the eLifespaces representative (whether he/she performs any work on the system). Should repairs to the system be necessary due to one of the "Conditions Not Covered by Limited Warranty," a charge will be made for such work at eLifespaces then applicable rates for labor and material.

Third-Party Warranties: eLifespaces uses Third-Party materials/services pursuant to the Installation Contract. Third-Party materials/services may carry with them a warranty from the original manufacturer, licensor, or service provider ("Third Party Warranty"). Such Warranties (if existing) convey to Owner and commence with Owner's (or agents thereof) use or at the time of substantial completion. eLifespaces does not warrant Third-Party materials/services. For Third-party materials/services, the warranty (if any) of the original manufacturer or service provider applies. eLifespaces is not responsible for the fulfillment of any Third-Party Warranty or for any problems attributable to the use of Third-Party materials/services. Owner will rely solely on the issuer of any Third-Party Warranty for all obligations under the Third-Party Warranty. Third-Party materials/services supplied by eLifespaces and used in the Work conveys to the Owner and commences with Owner's use or at the time of substantial completion. eLifespaces' labor required to repair or replace defective components under any Third-Party's warranty will be free of charge for a period concurrent to the Third-Party's warranty period, not to exceed twelve (12) months from the date of Owner's use or the time of substantial completion.

Disclaimer of Warranty: THE ABOVE LIMITED WARRANTY ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COINCIDE IN DURATION WITH THE LIMITED WARRANTY PERIOD. THE EXCLUSIVE REMEDY OF THE OWNER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCE SHALL ELIFESPACES BE LIABLE TO THE OWNER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY ELIFESPACES, THE NEGLIGENCE OF ELIFESPACES, OR OTHERWISE. ELIFESPACES'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE SYSTEM. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU. UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW, ANY ACTION AGAINST ELIFESPACES IN CONNECTION WITH THE SYSTEM MUST BE COMMENCED WITHIN 90 DAYS AFTER THE CAUSE OF THE ACTION HAS ACCRUED. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED.

Limitations of Liability: IN NO EVENT SHALL ELIFESPACES BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY OWNER, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES HOWEVER CAUSED, WHETHER OR NOT ELIFESPACES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST OWNER. ELIFESPACES ASSUMES NO OBLIGATION OR LIABILITY OF ANY KINDS WITH RESPECT TO INFRINGEMENTS OF UNITED STATES OR FOREIGN PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER PROPERTY RIGHTS ARISING OUT OF OWNER'S PURCHASE, USE OR POSSESSION OF ELIFESPACES' PRODUCTS/SERVICES.