

## Warranty Agreement

### **Covered Product:**

ARC URC, 16R, Dim-R, Dum-E  
(Universal Room Controller, Relay Card, 0-10 Dimming Card, Analog to Digital Controller)

### **Limitation of Damages**

In no event shall Automated Room Controls, Inc. (DBA ARC, Inc.) be liable for consequential damages for breach of this warranty. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.

### **Warranty Coverage**

Automated Room Controls, Inc. (DBA ARC, Inc.) warrants the Covered Product to be free of all defects in material and workmanship for 5 years from date of purchase. This warranty extends to the original buyer (only or and each successive buyer within the warranty period).

Within the period of this warranty, Automated Room Controls, Inc. (DBA ARC, Inc.) will repair or replace, free of charge; any part proving defective in material or workmanship. All warranty repairs and service must be performed by an authorized Automated Room Controls, Inc. (DBA ARC, Inc.) technician, or at an authorized Automated Room Controls, Inc. (DBA ARC, Inc.) service facility.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by Automated Room Controls, Inc. (DBA ARC, Inc.) except for the following expenses, which shall be assumed by the buyer:

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### **Warranty Exclusions**

This warranty does not apply to any costs, repairs, or services for the following:

1. Service calls to correct the installation of the Covered Product, or to explain the usage of the product to the buyer.
2. Repairs necessitated by use other than normal home use.
3. Damage resulting from misuse, abuse, accidents, alterations, or improper installation.
4. Corrective work necessitated by repairs made by anyone other than a Automated Room Controls, Inc. (DBA ARC, Inc.) authorized service technician.

### **How to Obtain Warranty Service**

#### **b. If warranty repairs are to be made at an authorized service center:**

The buyer should carefully pack the Covered Product, preferably in the original packing materials, and deliver it, together with a copy of the original purchase receipt and a description of the problem, to one of the following repair and service facilities:

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If the buyer sends the product by U.S. mail, we recommend that the buyer insure it and send it return receipt requested. We accept no liability for products lost or misplaced in shipment.

If Automated Room Controls, Inc. (DBA ARC, Inc.) does not maintain service facilities for express warranty repairs in a state and warranty repairs will not be made in the home:

Upon discovery of any defect, malfunction, or nonconformity in the Covered Product, the buyer may choose one of the following options for obtaining warranty service and repairs:

(a) The buyer should carefully pack the Covered Product, preferably in the original packing materials, and deliver it, together with a copy of the original purchase receipt and a description of the problem, to:

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If the buyer sends the product by U.S. mail, we recommend that the buyer insure it and send it return receipt requested. We accept no liability for products lost or misplaced in shipment.

(b) The buyer may return the Covered Product to the retail seller, or to any retail seller of like goods of the same manufacturer, who will do one of the following:

1. Service or repair the Covered Product to conform to the applicable warranty.
2. Direct the buyer to a reasonably close independent repair or service facility.
3. Replace the Covered Product with goods those are identical or reasonably equivalent to the warranted goods.
4. Refund to the buyer the original purchase price less that amount directly attributable to use by the buyer prior to the discovery of the nonconformity.

(c) The buyer may secure the services of an independent repair or service facility for the service or repair of the Covered Product, when service or repair of the goods can be economically accomplished and when the buyer is not furnished appropriate relief the provisions of subparagraph (b). In that event, Automated Room Controls, Inc. (DBA ARC, Inc.) will reimburse the independent repair or service facility for the reasonable cost of service and repair, including any cost for parts and any reasonable cost of transporting the goods or parts, plus a reasonable profit.

### **Registration Card**

We recommend that the buyer fill out and send in the registration card included in the original package of the Covered Product. This will facilitate any warranty repairs or service, if needed. It is not required that the buyer send in this registration card for this warranty to be effective.

### **Notice to Buyer**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You have the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty.

If the buyer disagrees over either's performance under the terms of this warranty, the buyer may submit the matter for resolution to the State of New York. The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.

Automated Room Controls, Inc. (DBA ARC, Inc.)

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