



Limited Warranty Policy

This Limited Warranty Policy (this “Policy”) applies to all hardware products (“Products”) purchased from 75F, Inc. (“75F”). All original end user purchasers (each, an “End User” or collectively, “End Users”) are subject to this Policy and 75F’s End User Product Terms and Conditions (the terms and conditions of which are hereby expressly incorporated herein) (the “Terms and Conditions”).

1. 75F warrants to and only to End User that each Product will be free from defects in performance for its intended use for a one (1) year period (the “Warranty Period”) from the date of End User’s purchase of the Product.
2. The warranty given by 75F is offered only to the original End User, and does not cover damage to any Product (collectively, “Ineligible Products”) resulting from misuse, abuse, accident, casualty, neglect, improper handling, freight damage (whether concealed or not), misapplication or improper installation (including, installation in abnormal or adverse conditions of heat, moisture, dirt or corrosive substances), any consumable parts (including batteries), normal wear and tear, tampering, breakdowns, interruptions or failure of electric power or the telecommunications network, modification to the Product or any act or event caused by or arising out of one or more of the following conditions: acts of God; natural disaster; restrictive regulations or laws of any government; war; civil commotion; destruction of facilities or materials by fire, earthquake, hurricane, flood or storm; labor disturbance; epidemic; failure of public utilities or of suppliers; transportation curtailment; fuel shortages; acts caused directly or indirectly by End User (or End User’s heirs, agents, employees, contractors, subcontractors or any other representatives of End User), delay by End User or any other third party vendor, supplier or otherwise; or any other event, cause, contingency, matter or thing wherever occurring and whether or not of the same class or kind as those set forth above, which is not reasonably within the control of 75F.
3. Before making a claim under this Policy, End User must (a) notify 75F of the intention to claim by providing written notice at [sales@75f.io] during the Warranty Period and providing a description of the alleged failure, and (b) comply with 75F’s return shipping instructions. 75F will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after examination of the returned Product, that the Product is an Ineligible Product. 75F will bear all costs of return shipping to End User and will reimburse any freight, shipping and delivery costs incurred by End User, except with respect to any Ineligible Product, for which End User will bear all freight, shipping and delivery costs.
4. If a Product defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, 75F will either (a) repair the Product defect at no charge, using new or refurbished replacement parts, (b) exchange the 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 original Product, or (c) refund the purchase price of the Product minus the value of any promotional merchandise, rebates or discounts End User received when End User purchased the Product. 75F may request that End User replace defective parts with new or refurbished user-installable parts that 75F provides in fulfillment of its warranty obligation. A replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by 75F, assumes the remaining warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for End User. When a Product or part is exchanged, any replacement item becomes End User property and the replaced item becomes 75F’s property. Parts provided by 75F in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed. When a refund is given, the Product for which the refund is provided must be returned to 75F and becomes 75F’s property.
5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCT IS PURCHASED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, 75F EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT. End User may choose whether to make a claim under this Policy, the Terms & Conditions or both, but End User may not recover twice in respect of the same loss.

End User’s use of the Product is at End User’s own discretion and risk. End User will be solely responsible for (and 75F disclaims) any and all losses, liabilities or damages resulting from End User’s use of the Product, including, without limitation, losses, liabilities or damages to End User’s HVAC system, plumbing, home and other peripherals connected to the Product, computer, mobile device, and all other items in End User’s home. 75F does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the Product or any feature of them. Actual energy savings and monetary benefits vary with factors beyond 75F’s control or knowledge. 75F gives no warranty regarding the life of the batteries used in the Product.

Actual battery life may vary depending on a number of factors, including the configuration and usage of the Product.

6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND IN ADDITION TO THE WARRANTIES AND DISCLAIMERS ABOVE, IN NO EVENT WILL (A) 75F BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF TIME, GOODWILL, INCONVENIENCES, DATA, COMMERCIAL LOSS OR ANY OTHER INTANGIBLE LOSS, ARISING FROM, RELATING TO, IN CONNECTION WITH, OR AS A RESULT OF, THE PRODUCT OR THE USE THEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE AND (B) 75F'S ENTIRE AGGREGATE LIABILITY, AND END USER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE) WILL NOT EXCEED THE FEES ACTUALLY PAID BY END USER TO 75F OR 75F'S AUTHORIZED RESELLER OR DISTRIBUTOR FOR THE PRODUCT AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO END USER. FOR A FULL DESCRIPTION OF END USER'S LEGAL RIGHTS END USER SHOULD REFER TO THE LAWS APPLICABLE IN END USER'S JURISDICTION AND END USER MAY WISH TO CONTACT A RELEVANT CONSUMER ADVISORY SERVICE.
7. Unless otherwise mutually agreed in writing, in the event that any terms and/or conditions in this Policy conflict or are inconsistent with any terms and/or conditions in the Terms and Conditions, then the terms and conditions of this Policy shall control.