



LIMITED WARRANTY

This warranty applies only to Hubbell Building Automation, Inc. ("HBA") products, including but not limited to occupancy sensors, daylight controls, lighting control panels and networked devices, and related products (collectively, "Products").

I. Limited Warranty on Products and Services (collectively, "Limited Warranty")

- A. Product:** HBA warrants the Products to be free of defects in material and workmanship under conditions of normal use and specified ambient temperature when installed and operated under HBA product specifications and in accordance with the applicable National Electric Code and Safety Standards of Underwriters Laboratories for a period of two years, unless otherwise specified in writing. The warranty period for HBA occupancy sensors is five (5) years. The warranty period begins with the date of the certificate of building occupancy or proof of installation, whichever occurs first. If the certificate of building occupancy is not available or there is no proof of installation, the warranty period begins with the HBA Product ship date. Should the Product fail to perform as intended subject to the limitations and exclusions contained herein, HBA's sole and exclusive obligation under this Limited Warranty shall be, at its option, to repair, replace or substitute the Product free of charge. Except as otherwise provided herein, this Limited Warranty does not include reimbursement for the expenses of labor, removal or reinstallation of Products.
- B. Service:** If HBA offers services specifying the type and location of a Product on a factory-certified occupancy sensor layout that has been stamped by HBA ("Certified Layout"), the performance of that Product is guaranteed and HBA will, at its option, replace or relocate Product, as needed. HBA must approve any charges for labor and installation beyond the warranty obligation set forth above. The warranty period for Certified Layouts is based on performance at the time of initial start-up. The terms of certification are solely at the discretion of HBA and are subject to change without notice.

II. Exclusions on Limited Warranty

Notwithstanding any other provisions contained in this document, this Limited Warranty does not apply to or include coverage for any defects and/or damages (including, but not limited to injury or death) related to or arising out of: (i) any acts of God, including, without limitation, any earthquake, severe wind, flood, fire, or vandalism; (ii) improper installation; (iii) any act, negligence, error, accident, abuse, omission or condition by anyone other than HBA. Further, this Limited Warranty covers Product function and does not cover existing building and/or network performance or limitations or any Product re-programming or field adjustments done by anyone that has not been authorized or certified in writing by HBA. Except as otherwise provided herein, HBA shall not be required to remove, install or reinstall any defective Product. Products that are identified by HBA as requiring on-site commissioning will only be covered by this Limited Warranty if commissioned by HBA-certified personnel. Warranty coverage shall not apply to any equipment or integration services of another manufacturer used in conjunction with HBA Products **or where factory-authorized cables are not used.**

III. Disclaimer of All Other Warranties

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

IV. Limitation of Liability

IN NO EVENT SHALL AND UNDER NO CIRCUMSTANCES, SHALL HBA (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS) BE LIABLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND SUFFERED OR INCURRED BY THE ORIGINAL OR NEW OWNER OR TO ANY OTHER PERSON (COLLECTIVELY, "LOSSES"), WHETHER SUCH LOSSES ARE DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, GENERAL AND/OR CONSEQUENTIAL, (INCLUDING BUT NOT LIMITED TO DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES, OR PROFITS, OR DELAY OR FAILURE TO PERFORM THIS LIMITED WARRANTY OBLIGATION, OR CLAIMS OF THIRD PARTIES AGAINST OWNER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF, HBA'S PRODUCTS) AND REGARDLESS OF WHETHER SUCH LOSSES ARE BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

VI. Defective Product Return Policy

To obtain warranty performance, HBA or an authorized HBA manufacturer's representative must be properly notified of said defect in writing, within the applicable warranty period. Defective Product must be shipped to HBA, postage-prepaid. All defective Product returns must be marked with the HBA return material authorization number, otherwise HBA reserves the right to refuse the shipment. Should HBA determine that the Product is defective, a credit will be issued within sixty (60) days. Freight on defective returns will not be credited.

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