

## WARRANTY

The T9000 thermostat system is warranted to be free from defects in materials and workmanship under normal use and service for twelve (12) months from date of shipment. ENERNET will repair or replace equipment found to have failed due to a defect or deficiency in materials or workmanship as determined by ENERNET's inspection and test. ENERNET does not extend any other warranty to equipment with which the T9000 is used.

- *ENERNET's obligation under this warranty is limited to repairing or replacing (at ENERNET's option) defective equipment which has been returned prepaid to ENERNET or its designated agent.*
- *ENERNET will return warranted equipment via surface carrier prepaid to a single domestic address.*
- *This warranty only covers failures due to defects in materials or workmanship which occur during normal use. It does not cover failures caused by products not manufactured by ENERNET. It does not apply to failures of any ENERNET product damaged as a result of accident or subjected to modification, misuse, abuse, neglect, shipping damage, mishandling, misapplication, line power surge, introduction of sand, dust, moisture or other contaminant, lightning or other acts of nature.*
- *Under no circumstances will ENERNET reimburse a claimant for costs incurred to remove or reinstall equipment.*

### Limits and Exclusions

THIS WARRANTY, AS SET FORTH ABOVE AND ENERNET'S OBLIGATION HEREUNDER, IS IN LIEU OF, AND ENERNET DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL OTHER WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ENERNET IS NOT LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE APPLICATION OF ENERNET EQUIPMENT.