

# Nest x Yale Lock Limited Warranty

Yale, the "Warrantor", extends the following LIMITED WARRANTY to the original purchaser of the Nest® x Yale® Lock ordered, delivered, and installed in the U.S., or Canada (herein the "lockset" or "locksets"):

## **1. ELECTRONIC COMPONENTS.**

Electronic components warranted TWO (2) YEARS. Yale warrants to the original purchaser of the lockset(s) manufactured by it to be free of defects in material and workmanship as long as the consumer (as the term "consumer" is defined under United States Code Section 2301(3)) occupies the residential premises upon which the lockset was originally installed. If, after initial installation of the lockset, any of the electronic parts or the finish should become defective, the Warrantor will repair or replace the locksets, in accordance with this Limited Warranty. Electronic components are warranted THREE (3) YEARS if a Nest Pro, or Assa Abloy Medico Security Center (MSC) Certified Security Professional sells and installs the Product. Electronic components include the touchscreen, circuit boards, and motor drive.

- a. The warranty on the replacement lockset will be limited to the unexpired term of the original warranty.
- b. Electronic components under warranty may be replaced with new or refurbished parts.

## **2. MECHANICAL PARTS & FINISH.**

Yale warrants to the original purchaser of the lockset(s) manufactured by it to be free of defects in material and workmanship as long as the consumer (as the term "consumer" is defined under United States Code Section 2301(3)) occupies the residential premises upon which the lockset was originally installed. If, after initial installation of the lockset, any of the mechanical parts or the finish should become defective, the Warrantor will repair or replace the locksets, in accordance with this Limited Warranty.

- a. When the lockset has been used for commercial, institutional, industrial or other installations other than single-family dwellings, the mechanical parts warranty is reduced to THREE (3) YEARS and the finish warranty is reduced to TWO (2) YEARS.
- b. The warranty on the replacement lockset will be limited to the unexpired term of the original warranty.

## **3. CONDITIONS AND EXCEPTIONS.**

This Limited Warranty shall apply only when the lockset is properly installed in accordance with local codes, ordinances and regulations, the printed instructions provided with it and good industry practices. THIS WARRANTY DOES NOT COVER defects caused by: modification, alteration, repair or service of the lockset by anyone other than Warrantor or an authorized designee of Warrantor; physical abuse to, or misuse of, the lockset or operation of it in a manner contrary to the accompanying

instructions; shipment of the product to anyone other than Warrantor for service; improper installation; acts of God; fire; flood; casualty; failure to exercise normal maintenance; for the consequences of uses for which locksets were not designed or designated, or for defects caused by the use of paints, solvents or other chemicals which come in contact with the lockset. THIS WARRANTY DOES NOT COVER scratches or abrasions. THIS WARRANTY DOES NOT APPLY to locksets or component parts of locksets that were not originally manufactured by Warrantor. THIS WARRANTY SHALL NOT APPLY TO SUBSEQUENT OWNERS.

#### **4. SERVICE AND REPAIR EXPENSE.**

Under this Limited Warranty the Warrantor will provide only a replacement lockset or a part of it. Warrantor will pay reasonable shipping costs for surface transportation only for locksets returned to Warrantor's Customer Service Department. Warrantor will ship replacement parts under this Limited Warranty at its expense by surface transportation only. Any special handling, express or expedited service or different method of transportation shall only be provided at the request and expense of the purchaser of the locksets. However, if warrantor determines that a lockset does not qualify for repair or replacement under the applicable Limited Warranty, Warrantor will notify the consumer of the estimated costs of repair or replacement and obtain the consumer's authorization and agreement to pay actual repair or replacement costs before proceeding with non-warranty repair or replacement. Warrantor shall have no liability to pay any costs for repairs performed by anyone other than Warrantor or its designee, unless in each instance Warrantor has given written approval for such repair. Warrantor shall not be responsible for any costs incurred for the removal or reinstallation of locksets covered by this Limited Warranty.

#### **5. LIMITATION ON IMPLIED WARRANTIES.**

ANY EXPRESS WARRANTY NOT PROVIDED IN THIS LIMITED WARRANTY, AND ANY REMEDY FOR BREACH OF CONTRACT THAT, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS EXCLUDED AND DISCLAIMED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE DURATION OF EACH EXPRESS WARRANTY PERIOD.

a. Should the locksets be considered a consumer product as may be covered by the Magnusson-Moss Federal Warranty Act, please be advised that some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

#### **6. CLAIM PROCEDURE.**

To obtain performance of any obligation under this Limited Warranty, you must contact: Yale Locks & Hardware, Customer Service Department, 225 Episcopal Road, Berlin, CT 06037 USA, Tel 1-800-438-1951, Fax 1-800-338-0965.

a. The Warrantor will only honor replacement with an identical or similar lockset or parts of it which are manufactured or distributed by the Warrantor.

b. Customer service department hours are between 8:00 am and 4:30 pm EST, Monday through Friday, except holidays.

#### **7. DISCLAIMER.**

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF THE WARRANTOR WITH RESPECT TO THE LOCKSET OR THE INSTALLATION, OPERATION, REPAIR OR

REPLACEMENT OF THE LOCKSET. THE MAXIMUM LIABILITY OF YALE HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE LOCKSET. UNDER NO CIRCUMSTANCES SHALL YALE BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF TORT, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE.

a. Should the locksets be considered a consumer product as may be covered by the Magnusson-Moss Federal Warranty Act, please be advised that (i) some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, and (ii) this Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

b. Warrantor reserves the right to make changes in designs and specifications or to make additions or improvements on its products without notice and without incurring any obligation to incorporate them on products previously manufactured.