• **Product Warranty:** Ecobee shall provide its standard Product limited warranty statement with the Product for end user customer benefit ("Customer Warranty"). Distributor agrees to provide its customers with notice of the Ecobee Customer Warranty. EXCEPT AS SET OUT IN THIS SECTION, ECOBEE PROVIDES NO WARRANTIES TO DISTRIBUTOR AND EXPRESSLY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, REPRESENTATIONS, PROMISES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY, DURABILITY, COMPATIBILITY, OPERATION OR USE OF THE PRODUCTS OR THAT THE PRODUCTS WILL MEET ANY PERSON'S REQUIREMENTS OR THAT ANY OR ALL DEFECTS WILL BE CORRECTABLE.

• **Warranty Service:** In the event of a failure of a Product sold by Distributor to comply with the Customer Warranty, Distributor customers may, subject to the terms and conditions of the Customer Warranty: (a) contact Ecobee for service assistance at 1-877-9-ecobee; and (b) Ecobee will make the determination whether a replacement product can be sent to the customer or whether the Product should be returned to Ecobee for repair. All costs of shipment shall be borne solely by the end-user customer.

• **Distributor Warranty:** Distributor represents and warrants to Ecobee that: (a) it shall use reasonable care in relation to the performance of its obligations hereunder and in providing services to Contractors and such performance shall be in a diligent and workmanlike manner consistent with standards generally observed in the industry for similar services; and (b) it has all necessary skill, experience and competence required to perform this Agreement and provide necessary services to its Contractors.

• **Limitation:** IN NO EVENT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW SHALL ECOBEE, ITS SHAREHOLDERS, AFFILIATES, CONTRACTORS, SUPPLIERS AND AGENTS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY THE "ECOBEE PARTIES") BE LIABLE TO DISTRIBUTOR OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, IN RESPECT OF LOSS OF PROFIT OR REVENUE, COSTS OF DELAY, LOSS OF TIME OR INCONVENIENCE OR COSTS OF PROCURING SUBSTITUTE PRODUCTS) EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THE ECOBEE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ECOBEE PARTIES' TOTAL LIABILITY AND OBLIGATION IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE CAUSE OR FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL

NOT EXCEED THE ACTUAL AMOUNTS PAID BY DISTRIBUTOR TO ECOBEE UNDER THE APPLICABLE ORDER IN RESPECT OF THE PRODUCTS SUBJECT TO THE CLAIM. All disclaimers and limitations set forth herein shall apply regardless of the nature of any cause of action or demand (including, but not limited to breach of contract, breach of warranty, negligence, strict liability, tort or any other cause of action) and shall survive a fundamental breach or breaches and/or failure of the essential purpose of this Agreement or any remedy contained herein.

Website: https://www.ecobee.com/

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.