

Limited Warranty Thermostat

Nest Labs, Inc.

Limited Warranty

Nest Learning Thermostat™

THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

1. **WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE**

Nest Labs, Inc. (“Nest Labs”), 3400 Hillview Avenue, Palo Alto, California USA, warrants to the owner of the enclosed product that the product contained in this box (“Product”) will be free from defects in materials and workmanship for a period of two (2) years from the date of delivery following the original retail purchase (one (1) year if the product purchased is a factory refurbished product), and if a Nest Pro sells and installs the Product and enters a valid Nest Pro ID during setup, an additional three (3) years, resulting in a warranty period of five (5) years for that Product (collectively, the “Warranty Period”). If the Product fails to conform to this Limited Warranty during the Warranty Period, Nest Labs will, at its sole discretion, either (a) repair or replace any defective Product or component; or (b) accept the return of the Product and refund the money actually paid by the original purchaser for the Product. Repair or replacement may be made with a new or refurbished product or components, at Nest Labs’ sole discretion. If the Product or a component incorporated within it is no longer available, Nest Labs may, at Nest Labs’ sole discretion, replace the Product with a similar product of similar function. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period. This Limited Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer.

2. **TOTAL SATISFACTION RETURN POLICY**

If you are the original purchaser of the Product and you are not satisfied with this Product for any reason, you may return it in its original condition within thirty (30) days of the original purchase and receive a full refund.

3. **WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO CLAIM UNDER THIS LIMITED WARRANTY**

Before making a claim under this Limited Warranty, the owner of the Product must (a) notify Nest Labs of the intention to claim by visiting nest.com/support during the Warranty Period and providing a description of the alleged failure, and (b) comply with Nest Labs’ return shipping instructions. Nest Labs 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 (defined below). Nest Labs will bear all costs of return shipping to owner and will reimburse any shipping costs incurred by the owner, except with respect to any Ineligible Product, for which owner will bear all shipping costs.

4. **WHAT THIS LIMITED WARRANTY DOES NOT COVER**

This Limited Warranty does not cover the following (collectively “Ineligible Products”): (i) Products marked as “sample” or “Not for Sale”, or sold “AS IS”; (ii) Products that have been subject to: (a) modifications, alterations, tampering, or improper maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with the User’s Guide or other instructions provided by Nest Labs; (c) abuse or misuse of the Product; (d) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane; or (iii) any non-Nest Labs branded hardware products, even if packaged or sold with Nest Labs hardware. This Limited Warranty does not cover consumable parts, including batteries, unless damage is due to defects in materials or workmanship of the Product, or software (even if packaged or sold with the product). Nest Labs recommends that you use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product’s performance and may invalidate this Limited Warranty.

5. **DISCLAIMER OF WARRANTIES**

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEST LABS DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEST LABS ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

6. **LIMITATION OF DAMAGES**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL NEST LABS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND NEST LABS’ TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

7. **LIMITATION OF LIABILITY**

THE NEST LABS ONLINE SERVICES (“SERVICES”) PROVIDE YOU INFORMATION (“PRODUCT INFORMATION”) REGARDING YOUR NEST PRODUCTS OR OTHER PERIPHERALS CONNECTED TO YOUR PRODUCTS (“PRODUCT PERIPHERALS”). THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO YOUR PRODUCT MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, “AS IS”, AND “AS AVAILABLE”. NEST LABS DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT INFORMATION OR USE OF THE SERVICES OR PRODUCT WILL PROVIDE SAFETY IN YOUR HOME. YOU USE ALL PRODUCT INFORMATION,

THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND NEST LABS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR PRODUCT. PRODUCT INFORMATION PROVIDED BY THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION. FOR EXAMPLE, A NOTIFICATION PROVIDED THROUGH THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND VISIBLE INDICATIONS IN THE HOME AND ON THE PRODUCT, NOR FOR A THIRD PARTY MONITORING SERVICE THAT MONITORS ALARM STATE.

8. **YOUR RIGHTS AND THIS LIMITED WARRANTY**

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.

Warranty active as of November 2016.