

3-Year Limited Warranty

ecobee warrants that for a period of three (3) years from the date of purchase by the consumer ("Customer"), the ecobee Smart thermostat (the "Product") shall be free of defects in materials and workmanship under normal use and service. During the warranty period, ecobee shall, at its option, repair or replace any defective Products, at no charge. Any replacement and/or repaired device are warranted for the remainder of the original warranty or ninety (90) days, whichever is longer.

If the product is defective, call Customer Service at 1-877-932-6233. ecobee will make the determination whether a replacement product can be sent to you or whether the product should be returned to the following address: ecobee Customer Service, 333 Adelaide Street West, 6th Fl., Toronto, ON M5V 1R5, Canada. In the event of a failure of a Product, Customer may:

(a) if Customer did not purchase the Product directly from ecobee, contact the third party contractor from whom the Product was purchased to obtain an equivalent replacement product, provided the contractor determines that the returned Product is defective and Customer is otherwise eligible to receive a replacement product;

(b) contact ecobee directly for service assistance at 1-877-932-6233 and ecobee will make the determination whether an advance equivalent replacement Product can be sent to Customer with return shipping supplies (in which case a hold shall be put on Customer's credit card for the value of the replacement Product until ecobee has received the defective Product). Product should be returned to the following address: ecobee Customer Service, 333 Adelaide Street West, 6th Fl., Toronto, ON M5V 1R5, Canada. If the returned Product is found by ecobee to be defective and Customer is otherwise eligible to receive a replacement product, no amount shall be charged to Customer's credit card; or

(c) ship the defective Product directly to ecobee, in which case Customer shall contact ecobee directly at 1-877-932-6233, so ecobee can make the required shipping arrangements. Upon receipt of the defective Product, ecobee will ship an equivalent replacement product to Customer, provided the returned Product is found by ecobee to be defective and Customer is otherwise eligible to receive a replacement product. This warranty does not cover removal or reinstallation costs and shall not apply if the damages were found to be caused by something other than defects in materials or workmanship, including without limitation, if the Product:

- was operated/stored in abnormal use or maintenance conditions;
- is repaired, modified or altered, unless ecobee expressly
- authorizes such repair, modification or alteration in writing;
- was subject to abuse, neglect, electrical fault, improper handling, accident or acts of nature; or
- was installed improperly.

ecobee's sole responsibility shall be to repair or replace the Product within the terms stated above. ECOBEE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OR ANY OTHER FAILURE OF THIS PRODUCT. Some US states and Canadian provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ecobee's responsibility for malfunctions and defects in materials and workmanship is limited to repair and replacement as set forth in this warranty statement. All express and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose, are limited to the three-year duration of this limited warranty. No warranties, whether express or implied, will apply after the limited warranty period has expired. Some US states and Canadian provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply.

ecobee neither assumes responsibility for nor authorizes any other person purporting to act on its behalf to modify or to change this warranty, nor to assume for it any other warranty or liability concerning this product.

This warranty gives you specific rights, and you may also have other rights which vary from jurisdiction to jurisdiction. If you have any questions regarding this warranty, please write ecobee Customer Service, 333 Adelaide Street West, 6th Floor, Toronto, Ontario M5V 1R5, Canada.