

**IES Ventures, Inc. Indoor Air Quality Monitor  
Warranty and Servicing Policies for Business Use: Canada**

IES Ventures, Inc. provides a 1-year limited warranty to our enterprise customers. If your device is within the warranty period and is defective, contact your sales representative and we will offer a free repair. For detailed information, please see our Return, Repair, and Warranty Policy below.

If the product needs repair after the 1-year limited warranty period, please contact your sales representative for a quote to repair your device.

**Return Policy**

No returns or refunds are accepted.

**Repair Policy**

Repaired merchandise is subject to testing and inspection upon receipt by IES Ventures, Inc.. Please allow up to 14 days after we receive your product for your repaired unit to be shipped. If you purchased the Product from a reseller, please contact that reseller for more information about exchanges.

To repair your unit, you must present a valid proof of purchase or invoice. The Product should be returned in its original packaging, including accessories and other items included with your purchase. At IES Ventures, Inc.'s sole discretion, products that have missing parts will not be approved for repair. If the Product is not sent back in its original packaging, the sender accepts all liability for damage claims and may be charged by IES Ventures, Inc. for repairs.

All products that require repair must be accompanied by the shipping mark or label authorized by IES Ventures, Inc.. The label must be clearly listed on the outside of the box, otherwise, the shipment will be refused and immediately returned to the sender. The absence of the label will delay the repair process. Therefore, please contact your sales representative or your assigned IES Ventures, Inc. Support team agent to receive an authorized label and shipping instructions prior to shipment.

**LIMITED WARRANTY**

IES Ventures, Inc. warrants to the customers (each, a "Purchaser") that each IES Ventures, Inc. product, including any firmware incorporated in any such product (the "Product"), will substantially conform in all material respects to the IES Ventures, Inc. published specifications for such Product for twelve (12) months from the date of purchase of such Product by Purchaser (the "Warranty Period").

IES Ventures, Inc.'s entire liability and Purchaser's sole and exclusive remedy for any breach of this limited warranty will be, at IES Ventures, Inc.'s option: (A) to use reasonable efforts to remedy and repair any reproducible Product defect covered by this limited warranty within a reasonable period of time; or (B) to replace the defective Product with a functionally equivalent product (repair parts and products may be either reconditioned or new, but, if reconditioned, shall be of the same quality as new parts or products). All replaced parts become the property of IES Ventures, Inc.. IES Ventures, Inc. may,

at its sole option, refuse to accept as defective any Product that (i) is subject to the exclusions set forth below; or (ii) cannot be demonstrated to be defective by IES Ventures, Inc. and Purchaser is unable to provide adequate information describing how the Product failed. Such Product will, at Purchaser's option and expense, either be: (a) returned to Purchaser in the state received, or (b) repaired and returned to Purchaser. Any repaired or replaced Product will be warranted for the remainder of the original warranty.

#### PROCEDURE

If Purchaser does not already have a support contract with IES Ventures, Inc. in place, it must follow the following procedures: (1) Contact IES Ventures, Inc. (see [www.IESVentures.com](http://www.IESVentures.com) for current contact data) and request a Unique Return Label or ship mark. Please be prepared to provide the serial number of the Product, proof of purchase, the date of purchase, and a description of the failure that is as complete as possible. (2) Pack the Product in its original container and packing or an equivalent. (3) Affix the Unique Return Label or ship mark CLEARLY on the outside of the shipping box. (4) For services during the Warranty Period, Purchaser is responsible for the shipping, taxes, duty, risk of loss, and insurance charges to IES Ventures, Inc. and IES Ventures, Inc. will pay the return shipping and insurance charges. Purchaser is responsible for all duties, VAT, tariffs, or other taxes incurred in returning the Product/replacement Product to Purchaser. PRODUCTS RETURNED WITHOUT A DULY ISSUED UNIQUE REPAIR LABEL WILL BE RETURNED TO PURCHASER AT PURCHASER'S EXPENSE.

#### WARRANTY EXCLUSIONS

This limited warranty will not apply to any Product that: (i) has been modified or altered by any party other than IES Ventures, Inc.; (ii) has been subject to accident, misuse, abnormal wear, and tear, neglect, or mistreatment; (iii) damage caused during installation of the Product; (iv) damage caused by the equipment or system with which the Product is used; (v) damage caused by liquids in the Product case; or (vi) damage to the Products' interface or power connectors; (vii) Products that are reasonably determined to be counterfeit. The warranty applies only to Products that can be identified by the IES Ventures, Inc. or its Manufacturing Partner's trademark, trade name, serial number, or logo affixed to them. IES Ventures, Inc. does not warrant any Product that is not manufactured by, for, or with permission from IES Ventures, Inc..

THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES TO PURCHASER, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRODUCT AND ANY RELATED SERVICES. IES VENTURES, INC., ITS SUPPLIERS AND LICENSORS HEREBY EXPRESSLY DISCLAIM ALL SUCH IMPLIED AND EXPRESS WARRANTIES, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, IES VENTURES, INC. DOES NOT WARRANT RESULTS OF USE OR THAT PURCHASER'S USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. NO WARRANTIES ARE MADE BY IES VENTURES, INC.'S SUPPLIERS.

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, THE PRODUCT IS PROVIDED “AS IS” AND WITH ALL FAULTS. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, ACCURACY AND EFFORT IS WITH PURCHASER.

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT WILL IES VENTURES, INC., ITS SUPPLIERS OR LICENSORS BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF IES VENTURES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL IES VENTURES, INC.’S AND ITS SUPPLIERS’ AGGREGATE LIABILITY EXCEED AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE PRODUCT PAID BY PURCHASER THAT IS THE SUBJECT OF A CLAIM. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. IN ADDITION, IES VENTURES, INC. DISCLAIMS ALL LIABILITY OF ANY KIND OF IES VENTURES, INC.’S SUPPLIERS.

The Product is not a medical device and has not been submitted for approval by Health Canada or the FDA and IES Ventures, Inc. makes no medical claims regarding the Device.

The Product is not designed, manufactured or intended for use in hazardous or critical environments or in activities requiring emergency or fail-safe operation or in any other applications or activities in which failure of the Products may pose the risk of environmental harm or physical injury or death to humans (“Dangerous Applications”). IES Ventures, Inc. specifically disclaims any liabilities or warranties for any use of the Product by Purchaser for Dangerous Applications.

This limited warranty statement is the final and complete expression of all agreements between IES Ventures, Inc. and Purchaser with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, proposals, or other communications, oral or written, between the parties with respect to such subject matter. IES VENTURES, INC. RESERVES THE RIGHT TO MAKE CHANGES IN ITS PRODUCTS WITHOUT OBLIGATION TO INCORPORATE SUCH CHANGES INTO ANY PRODUCT PREVIOUSLY MANUFACTURED.