

Smart Energy Equipment Warranty

This limited warranty (“Warranty”) is provided by IES Ventures, Inc., (hereafter referred to as “IES”), solely to Customer for the Equipment purchased pursuant to an Order Form entered into by and between Customer and IES or an authorized reseller of IES. This Warranty will take effect on the date the Equipment is delivered to Customer (“Warranty Start Date”). The Warranty will remain in effect until the fifth (5th) anniversary of the Warranty Start Date (“Warranty Period”).

1. Limited Warranty. The Equipment sold to Customer is warranted by IES against defects in workmanship or materials under normal use for the Warranty Period. At IES’ option, the sole and exclusive remedy for any Equipment determined by IES to be defective in workmanship or materials will be repair or replacement of the Equipment or refund of the Equipment Price. For the avoidance of doubt, this is a parts-only warranty and IES will not be responsible for any costs related to the removal, shipping or reinstallation of repaired or replaced Equipment. Repair or replacement of any Equipment does not extend the Warranty Period. The Warranty only applies if Customer: (a) notifies IES in writing of the warranty breach before the expiration of the Warranty Period; (b) properly installs, modifies and/or uninstalls the Equipment (if applicable) as set forth in the Order Terms and Conditions (“Terms”) incorporated by reference in the Order; and (c) is in compliance with all of the Terms (including the payment of all Fees then due and owing). In no event will Customer reconstruct, repair, alter, or replace any Equipment, in whole or in part, either by itself or by or through any third party.

2. Warranty Disclaimer. NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE, IS MADE OR AUTHORIZED BY IES. IES DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF EQUIPMENT MISUSE, IMPROPER EQUIPMENT SELECTION, IMPROPER INSTALLATION, ELECTRICAL POWER SURGE, EQUIPMENT MODIFICATION, MISREPAIR OR MISAPPLICATION, DAMAGE TO THE EQUIPMENT THAT IS NOT THE FAULT OF IES OR ITS REPRESENTATIVES. IES EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE EQUIPMENT: (i) IS MERCHANTABILITY; (ii) FIT FOR A PARTICULAR PURPOSE; OR (iii) DOES NOT AND WILL NOT INFRINGE UPON OTHERS’ INTELLECTUAL PROPERTY RIGHTS.

3. Limitation of Liability. IES EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. IES’ LIABILITY UNDER THIS WARRANTY IN ALL CIRCUMSTANCES IS LIMITED TO, AND WILL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE EQUIPMENT THAT GIVES RISE TO ANY LIABILITY.

4. Instructions for Warranty Returns. For warranty product returns, please follow the instructions below to assure prompt handling. Proof of purchase is required in all cases: Customers should email Support@iesventures.com, and provide the date, proof of purchase, the Equipment type, and a description of the defect.

5. Exclusions. The Warranty does not apply to any Equipment that: (1) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by IES; (2) has been reconstructed, repaired or altered by parties other than IES or its authorized representatives or personnel; or (3) has been used with any third party products, hardware or product that has not been previously approved in writing by IES or disclosed to IES in the Order.

6. Exclusive Remedy. Customer's sole remedy and IES' sole obligation for any breach of the Warranty is as set forth in Section 1 herein.

All terms used herein and not otherwise defined herein will have the meaning ascribed to them in the Smart Energy Equipment - End User License Agreement.