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## HAI LIMITED WARRANTY

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HAI warrants that products manufactured by HAI under the HAI brand name ("Product") will be free from defects in material and workmanship for the time periods indicated below, whichever is shorter:

- OmniPro II and Lumina Pro: three (3) years from installation or 42 months from manufacture date.
- OmniLT, Omni IIe, and Lumina: two (2) years from installation or 30 months from manufacture date.
- Thermostats, Accessories: two (2) years from installation or 30 months from manufacture date.
- Batteries: Rechargeable batteries in products are warranted for ninety (90) days from date of purchase.

**Note:** Primary (non-rechargeable) batteries shipped in products are not warranted.

Products with Windows® Operating Systems: During the warranty period, HAI will restore corrupted operating systems to factory default at no charge, provided that the product has been used as originally intended. Installation of non-HAI software or modification of the operating system is not covered in this warranty.

HAI's obligation under this Limited Warranty is limited to the repair or replacement, at HAI's option, of Product that fails due to defect in material or workmanship. HAI reserves the right to replace Product under this Limited Warranty with new or remanufactured product. HAI will not be responsible for labor costs of removal or reinstallation of Product. The repaired or replaced Product is then warranted under the terms of this Limited Warranty for the remainder of the Limited Warranty time period or ninety (90) days, whichever is longer.

This Limited Warranty does not cover PC-based software products.

HAI is not responsible for conditions or applications beyond HAI's control. HAI is not responsible for defects or problems as a result of such conditions or applications. Such conditions include damage to Product while outside of HAI's possession, by its improper installation, including failure to follow written Installation and Operation instructions, normal wear and tear, catastrophe, fault or negligence of the user or other problems external to the Product.

THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE REPAIR AND REPLACEMENT, AS SPECIFIED ABOVE. HAI SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER BY NEGLIGENCE OR OTHERWISE. SOME COUNTRIES, REGIONS, AND STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NO PERSON, (INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE OF HAI) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCT EXCEPT TO REFER ORIGINAL PURCHASER TO THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME COUNTRIES, REGIONS, AND STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM REGION TO REGION.