

# Limited Warranty

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## Limited Warranty for Brilliant Control Brilliant Home Technology, Inc.

Last Updated: 1 February 2021

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

## **1. LIMITED WARRANTY SCOPE; PERIOD OF COVERAGE**

Brilliant Home Technology, Inc. (“Brilliant”), 155 Bovet Road, Suite 500, San Mateo, CA 94402 USA, warrants to the owner of the Brilliant product purchased directly from Brilliant or a Brilliant Authorized Reseller (“Product”) will be free from defects in materials and workmanship (“Limited Warranty”) for a period of one (1) year from the date of delivery following the original retail purchase (the “Warranty Period”). If the Product fails to conform to this Limited Warranty during the Warranty Period, Brilliant 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 Brilliant's sole discretion. If the Product or a component incorporated within it is no longer available, Brilliant may, at its 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 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. CONDITIONS FOR LIMITED WARRANTY**

Before making a claim under this Limited Warranty, the owner of the Product must (a) notify Brilliant of the intention to claim by visiting [support.brilliant.tech](https://support.brilliant.tech) during the Warranty Period and providing a description of the alleged failure, and (b) comply with Brilliant's return shipping instructions. Brilliant will have no warranty obligations with respect to a returned Product if Brilliant determines, in its reasonable discretion after examination of the returned Product, that the Product is an Ineligible Product (defined below). Brilliant 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. However, Brilliant will not be responsible for any Products that are lost or damaged during shipping.

## **3. LIMITED WARRANTY DOES NOT COVER**

This Limited Warranty does not cover the following (collectively “Ineligible Products”): (a) Products purchased from Unauthorized Brilliant Resellers; (b) Products marked as “sample” or “Not for Sale”, or sold “AS IS”; (c) Products that have been subject to: (i) modifications, alterations, tampering, or improper maintenance or repairs; (ii) handling, storage, installation, testing, or use not in accordance with the User’s Guide or other instructions provided by Brilliant; (iii) abuse or misuse; (iv) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (v) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane; or (d) any non-Brilliant branded hardware products, even if packaged or sold with Brilliant 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). Brilliant 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.

## **4. IMPLIED WARRANTIES.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRILLIANT LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## **5. LIMITATION OF DAMAGES**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL BRILLIANT 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 BRILLIANT’S

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. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF BRILLIANT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT ANY PROVIDED REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **6. PRODUCT INFORMATION AND SERVICES**

BRILLIANT ONLINE SERVICES (“SERVICES”) PROVIDE YOU INFORMATION (“PRODUCT INFORMATION”) REGARDING YOUR BRILLIANT 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 AND SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, “AS IS”, AND “AS AVAILABLE”. BRILLIANT 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRILLIANT DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WITH RESPECT TO THE PRODUCT INFORMATION AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **7. USE WITH CAUTION**

YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND BRILLIANT 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 ANY 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 THE STATE OF THE HOME.

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

This Limited Warranty gives you specific legal rights. You also may 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.

## **9. CHANGES TO LIMITED WARRANTY**

This Limited Warranty gives you specific legal rights. You also may have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in

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