

Capitol Energy Systems

LIMITED TWO YEAR WARRANTY

Wireless EMS hardware (TWC46 WiFi enabled thermostat) shall have a 2-year warranty with replacement of defective units. In the event of an expected thermostat failure the following will take place:

1. Phone technical support shall determine if the thermostat is eligible for replacement under warranty
2. The School District shall be supplied with spare thermostats which are pre-programmed with the schools WiFi credentials
3. In the case where a thermostat has failed, the face plate of the failed thermostat shall be replaced with a spare thermostat
4. The failed thermostat shall be mailed to CES
5. Once the failed thermostat is received, a new spare thermostat shall be sent with the districts WiFi credentials pre-programmed

In accordance with the terms of this Limited Warranty, CES warrants the TWC-46 to the original purchaser, when it is not **misused, neglected or altered**, to be free from defects in workmanship or material for a period of **three years** from the **date of original end user purchase as supported by the original sales receipt**.

CES's obligation under this Warranty is **limited** to repairing or replacing, at it's sole option, at it's factory, any part thereof which shall be returned to our factory, transportation charges prepaid and which, upon examination, proves to have been thus defective under normal domestic use. Upon warranty determination, the replacement part will be shipped freight collect and assumes the unexpired portion of this limited warranty.

A defect, in the meaning of this Warranty, shall not, when such part can be repaired or replaced, obligate CES to repair or replace the entire equipment or any part thereof other than the defective part.

LABOR AND COSTS

This Warranty does not cover labor, shipping or other costs for service travel, servicing, and removal of defective or reinstallation of replacement parts.

EXCLUSIONS

This Warranty does not apply to defects caused by:

1. Accidents, fire, flood or natural occurrences.
2. Incorrect installation, application or abuse.
3. Incorrect servicing or improper modification.
4. Use of incorrect replacement parts.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESSED OR IMPLIED BY EMPLOYEES OF CES OR ITS REPRESENTATIVES. ALL STATUTORY, EXPRESSED OR LIMITED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, OTHER THAN TITLE ARE HEREBY EXPRESSLY NEGATED AND EXCLUDED. ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY NEGATED AND EXCLUDED.

No warranty is given to any product not properly installed according to local codes and ordinances and installed, operated and maintained in accordance with the instructions in the installation manual, or to any malfunction or defective condition which arises from circumstances beyond the control of CES.

Monitor.
Control.
Save.

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