

# Rachio Smart Controller Limited Warranty

WARRANTIES ARE NON-TRANSFERABLE. Sales of second-hand items or sales from websites and/or resellers who are not authorized dealers of Rachio products may not be eligible for manufacturer's warranty. Please note when considering the purchase of Rachio products on sites such as Ebay or Craigslist. When purchasing from Amazon.com it is important to identify where the product is being "shipped from and sold by," which is stated clearly in the header for each product. Please review the warranty carefully, and contact Rachio if you have any questions.

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THE FOLLOWING IS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AND LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

At RACHIO, INC. ("RACHIO"), we believe that when you (also referred to herein as "Customer") purchase our Smart Controller ("Product"), you are also purchasing the support you need to ensure that it performs as designed. Like our Products, RACHIO's customer experience is designed to exceed expectations. When you call with questions about orders or new products, we take pride in providing you with the support you need from the top experts in the industry, which originates from our headquarters in Denver, Colorado.

*This RACHIO Smart Controller Limited Warranty ("Limited Warranty") makes it even easier to choose RACHIO and enjoy your yard. For you, it's the added peace of mind of knowing that RACHIO stands behind the Product.*

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## TOTAL SATISFACTION RETURN POLICY

If you are not satisfied with the Product for any reason, you may return the Product to RACHIO in its original condition and packaging on or within thirty (30) days of the original date of purchase from RACHIO or an authorized dealer and receive a full refund, subject to the limitations below. RACHIO, in its sole discretion, will determine if the Product is in its original condition when returned.

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## LIMITED WARRANTY

Subject to the terms and conditions set forth herein, RACHIO warrants that the Product will be free from material defect in materials and workmanship for a period of two (2) years from the date of purchase from RACHIO or an authorized dealer (the “Limited Warranty Period”) and for a period of one (1) year for factory refurbished Products. If a Rachio Pro sells and installs a professional edition of the Product, the warranty will be extended an additional two (2) years, resulting in a warranty period of four (4) years for that Product (collectively, the “Warranty Period”). A Product that is not free from defects in materials and/or workmanship is hereinafter referred to as a “Defective Product.” Subject to the terms and conditions set forth herein, RACHIO will, at its sole and absolute discretion, either (i) repair or replace the Defective Product; or (ii) refund the money actually paid by the original purchaser for the Defective Product.

The Limited Warranty is subject to the following conditions:

- You must either (i) return the Defective Product to RACHIO within the Limited Warranty Period, or (ii) notify RACHIO in writing of the Defective Product during the Limited Warranty Period by visiting <http://www.rach.io/returns> and return the Defective Product to RACHIO on or within thirty (30) days following the date you notified RACHIO in writing of the Defective Product;
- You must comply with RACHIO’s return shipping instructions; and
- You must provide RACHIO with proof of the original purchase of the Defective Product from RACHIO or an authorized dealer.
- You must obtain a return materials authorization (“RMA”) number from RACHIO.
- You shall pay any shipping charges for Products returned by you to RACHIO, and RACHIO will not accept collect shipments from you.

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## PRODUCT REPLACEMENT OR REPAIR

If RACHIO elects to repair or replace a Defective Product, RACHIO will repair or replace such Defective Product with the same or an equivalent product as determined by RACHIO, in its sole and absolute discretion, free of charge. Any replacement Product may be refurbished or contain refurbished materials.

Repairs performed at RACHIO's expense must be authorized by RACHIO prior to any such repairs being performed. Upon request and during RACHIO's business hours, you may contact RACHIO and RACHIO will provide advice, or "troubleshoot", a defect during the Limited Warranty Period. Notwithstanding the forgoing, no service, replacement or repair under the Limited Warranty will be rendered while you are in default of any payments due to RACHIO. RACHIO is not responsible for costs associated with the removal, replacement, or repair of the Product in difficult-to-access locations, as determined by RACHIO in its sole and absolute discretion. Under all circumstances, the cost of such removal shall be your responsibility.

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## DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RACHIO DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RACHIO ALSO LIMITS THE DURATION OF ANY IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY. THE LIMITED WARRANTY DOES NOT APPLY IF, AS DETERMINED BY RACHIO IN ITS SOLE AND ABSOLUTE DISCRETION, THE PRODUCT FAILURE WAS DUE IN ANY WAY TO DAMAGE FROM SHIPPING, HANDLING, OR IMPROPER STORAGE; ACCIDENT, ABUSE, MISUSE, OR FAILURE TO ADEQUATELY MAINTAIN THE PRODUCT; EXPOSURE TO ELECTROLYSIS, EROSION, OR ABRASION; CONTACT WITH DESTRUCTIVE GASES OR CHEMICALS; IMPROPER VOLTAGE, OR ELECTRICAL PHASE LOSE OR REVERSAL; EXPOSURE TO INCOMING POWER SUPPLY LACKING CIRCUIT BREAKERS OR FUSED PROTECTION; LIGHTNING, FLOOD (EITHER NATURALLY OCCURRING OR DUE TO CUSTOMER NEGLIGENCE IN THE OPERATION OF IRRIGATION SYSTEMS), OR OTHER NATURAL DISASTERS OR "ACTS OF GOD", OR IF THE PRODUCT HAS BEEN MODIFIED IN ANY WAY, OR HAS HAD ANY IDENTIFYING INFORMATION (INCLUDING SERIAL NUMBER OR PRODUCT NUMBER) REMOVED OR ALTERED IN ANY WAY. REPAIR OF THE PRODUCT BY ANYONE OTHER THAN RACHIO OR AN APPROVED AGENT SHALL VOID THE LIMITED WARRANTY. THE LIMITED

WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT, PURCHASED FROM RACHIO OR AN AUTHORIZED DEALER, AND PROOF OF ORIGINAL PURCHASE PRICE AND DATE IS REQUIRED PRIOR TO YOU RECEIVING ANY LIMITED WARRANTY BENEFITS PROVIDED HEREUNDER.

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## LIMITATION ON DAMAGES

NOT WITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, IN NO EVENT WILL RACHIO 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 EVEN IF RACHIO KNEW OR SHOULD HAVE KNOWN OF SUCH LOSSES PRIOR TO PROVIDING THE PRODUCT, AND RACHIO'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.

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## LIMITATION OF LIABILITY

THE RACHIO MOBILE SERVICES AND SMART APP ("SERVICES") PROVIDE YOU INFORMATION ("PRODUCT INFORMATION") REGARDING THE PRODUCT, NATURAL WEATHER CONDITIONS, AND/OR OTHER PERIPHERALS OR OPERATING SYSTEMS CONNECTED TO OR RELATED TO THE PRODUCT ("PRODUCT PERIPHERALS"). THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO THE PRODUCT MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". RACHIO DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT WILL EFFECT YOUR UTILITY USE OR LAWN HEALTH. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND RACHIO DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES,

INCLUDING TO YOUR WATER LINES, SPRINKLER SYSTEM, PRODUCT, PRODUCT PERIPHERALS, OR MOBILE DEVICE RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR PRODUCT.

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## LEGAL

This LIMITED warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

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## GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

This Limited Warranty and the purchase of the Product shall in all respects be construed, interpreted, and/or enforced in accordance with, and governed by the laws of the state of Colorado. Other than as set forth in this Article, Customer irrevocably waives the right to bring or maintain any action or dispute in any court of law arising out of or related to this Limited Warranty or the Product. Customer irrevocably waives any right to a jury trial. Any dispute arising in connection with this Limited Warranty shall be resolved.

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## ASSIGNMENT

This Limited Warranty does not extend beyond the original purchaser of the Product and may not be transferred, assigned or passed by the original purchaser. RACHIO, its subsidiaries, and affiliates are intended beneficiaries of this Limited Warranty.

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## ENTIRE AGREEMENT

This Limited Warranty constitutes the whole and complete understanding of the parties as to the obligations of the parties following sale of the Product. Any other or additional terms and

conditions, including exceptions to RACHIO's terms or conditions, are deemed to be material alterations of RACHIO's offer and are rejected by RACHIO unless expressly agreed to in writing by RACHIO's authorized representative.