

Limited Warranty

Home Director, Inc. ("Home Director") warrants that this Product (including any accessories) is free from defects in materials and workmanship for a period of one (1) year commencing on the Product's Date of Installation. The date on your sales receipt is the Date of Installation, unless Home Director informs you otherwise in writing.

Products for the purpose of receiving incoming video and telephone service and distributing to multiple points of use are warranted for life. If products of this type cease to function for reasons other than those listed within "Extent of Warranty" Home Director will provide a replacement. Installation and the cost of anything other than the product is not covered by this warranty.

If the Product does not function as warranted during the warranty period, Home Director will repair or replace the defective Product with one that is as least functionally equivalent. Any replacement provided may not be new, but it will be in good working order.

The warranties provided in this Limited Warranty apply only to a Product you purchase for your use, and not for resale. Unless Home Director specifies otherwise, these warranties apply only in the country where you acquired the Product. Nothing in this Limited Warranty affects the statutory rights of consumers that cannot be waived or limited by contracts. If you have any questions, contact Home Director or the reseller from whom you bought the Product.

Extent of Warranty

This warranty does not cover the repair or exchange of the Product damaged as a result of misuse, accident, modification, unsuitable physical or operating environment, improper installation or maintenance, or failure caused by a product for which Home Director is not responsible. This warranty is voided by removal or alteration of the Product or its identification labels.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

Items Not Covered by Warranty

Home Director does not warrant uninterrupted or error-free operation of the Product. Unless specified otherwise, Home Director provides non-Home Director products WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. All technical or other support provided for the Product under warranty, such as telephone assistance with "how-to" questions and those regarding Product installation and set-up, is provided WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. Installation services provided by your reseller including wiring and installation of other products not provided by Home Director are not covered by this warranty. "Acts of God" resulting in damages to the Product, for bodily injury (including death), damage to real property, or damage to tangible personal property, are not covered by this Limited Warranty.

Warranty Service

To obtain warranty service, contact the reseller from whom you bought the Product. You may be required to present proof of purchase. Your reseller may charge a fee for labor associated with performance of warranty services. If your reseller is not available to provide warranty services, contact Home Director at 1-800-426-7144.

When warranty service involves the exchange of the Product, the item being replaced becomes the property of Home Director and the replacement item becomes your property. You represent that all removed items are genuine and unaltered. The replacement item assumes the warranty service status of the replaced item.

Before Home Director exchanges the Product, you agree to remove all parts, options, alterations, and attachments not under warranty service.

You also agree to:

- 1 ensure that the Product is free of any legal obligations or restrictions that prevent its exchange;
- 2 obtain authorization from the owner to have Home Director or your reseller service any Product that you do not own; and
- 3 where applicable, and before service is provided:
 - a follow the problem determination and service request procedures that Home Director or your reseller provides,
 - b provide Home Director or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations, and
 - c inform Home Director or your reseller of changes in the Product's location.

Home Director is responsible for loss of and damage to your Product while it is in Home Director's possession, or in transit in those instances where Home Director is responsible for the transportation charges.

Production Status

Products are manufactured from new parts, or new and used parts. In some cases, the Product may not be new and may have been previously installed. Regardless of a Product's production status, these warranty terms apply.

Limitation of Liability

Circumstances may arise where, because of a default on Home Director's part or other liability, you are entitled to recover damages from Home Director. In each such instance, regardless of the basis on which you are entitled to claim damages from Home Director (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Home Director is liable only for:

- 1 damages for bodily injury (including death) and damage to real property and tangible personal property (except as noted herein), and
- 2 the amount of any actual direct damages or loss, up to US \$100,000.

This limit also applies to Home Director's suppliers and your reseller and is the maximum for which Home Director, its suppliers, and your reseller are collectively responsible.

UNDER NO CIRCUMSTANCES IS HOME DIRECTOR LIABLE FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE), LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA, OR SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF HOME DIRECTOR, ITS SUPPLIERS, OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.