



### Other Rider Product Warranty Terms

*A. Rider Products Manufactured by JCI.* Subject to the terms of this Agreement, JCI warrants the Rider Products manufactured by JCI in accordance with the standard warranty published by JCI for such Rider Products in effect as of the date of delivery of such Rider Product to Customer (the “**Published Warranty**”) or, if no such Published Warranty is in effect, JCI warrants that the Rider Products manufactured by JCI shall be free from defects in materials and workmanship appearing within one (1) year after the delivery of the Rider Products to Customer by JCI. If, within such warranty period, any such Rider Products shall be proved to JCI’s satisfaction to be defective, JCI shall, at its option (a) repair or replace the affected part free of charge, at JCI’s expense and risk of loss, and send such repaired or replaced part of the Rider Product to Customer or (b) refund the price paid by Customer to JCI for such Rider Product. **Such repair, replacement, or refund (whichever remedy JCI determines, in its discretion, to provide) shall be JCI’s sole obligation and Customer’s exclusive remedy for any deficiency in Rider Products manufactured by JCI and furnished under this Agreement,** and shall be conditioned upon Customer’s return of such Rider Products to JCI or, in JCI’s sole discretion, inspection in the field by a JCI-authorized representative, in either case at Customer’s expense and risk of loss. Any parts of Rider Products repaired or replaced under this warranty are warranted only for the balance of the warranty period on the original part that was repaired or replaced.

*B. Rider Products Not Manufactured by JCI.* **JCI MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER FOR RIDER PRODUCTS THAT ARE NOT BRANDED BY JCI OR ITS AFFILIATES (“Non-JCI Rider Products”).** JCI shall assign to Customer any assignable warranties of the manufacturer of the Non-JCI Rider Products sold by JCI to Customer as in effect on the date of delivery of such Non-JCI Rider Products to Customer by JCI, to the extent permitted by such warranties and applicable law. Customer shall be responsible for its own pursuit of any warranty claims directly with the manufacturer of the Non-JCI Rider Products.

*C. Professional Service Warranties.* Subject to the terms of this Agreement, JCI warrants that any Rider Services that JCI provides under this Agreement will be performed in a professional and workmanlike manner. Should a failure to conform to this warranty appear within thirty (30) calendar days after completion of such Rider Services, and, if JCI is promptly notified of such failure in writing within such warranty period, **Customer’s sole and exclusive remedy, and JCI’s sole and exclusive liability, for any breach of such warranty or other deficiency in the Rider Services shall be for JCI to either (a) re-perform the Rider Services, or (b) provide Customer with a refund of that portion of fees paid by Customer to JCI for the defective Rider Services (whichever remedy JCI determines, in its discretion, to provide).** No advice or recommendations or other statements provided by JCI to Customer shall be deemed to be medical advice.

*D. Software Warranties.* Subject to the terms and conditions provided in this Agreement, JCI may provide a limited warranty for Software solely to the extent expressly set forth in the applicable Software Terms.

*E. Warranty Exclusions.* Notwithstanding anything in this Agreement to the contrary, JCI shall not be responsible for any defects in the Rider Products or Rider Services caused by (a) any acts or omissions of Customer or any third party; (b) any failure by Customer to perform its obligations, including the provision of persistent power to the Rider Products (if applicable); (c) any use of the Rider Product by Customer in excess of the rights granted in this Agreement or in a manner for which it is not designed or intended; (d) any modification, addition or alteration to the Rider Product, or repairs by Customer or third parties, without JCI’s prior written approval; (e) misuse or abuse of the Rider Products or a failure to maintain the Rider Products; (f) harmful Rider Product environments, such as outdoor installations, excessive moisture or excessive dust; or (g) any conditions or events that are beyond the reasonable control and without the intentional misconduct or negligence of JCI, whether foreseen or unforeseen, including, without limitation, acts of God, acts of government agencies, quarantines, epidemics, condemnation, an increase of 5% or more in tariffs or other excise taxes for materials to be used, fires, explosions or other casualties, thefts, vandalism, riots or war, acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, or electronic communications systems, changes in laws, or unavailability of parts, materials or supplies. JCI shall not be required to perform under any warranty where performing would violate anti-bribery laws, international trade laws, or both. Any description of Rider Products sold or provided by JCI, whether in writing or made orally by JCI or its representatives, and any samples, specifications, bulletins, catalogs, drawings, diagrams, or similar materials used in connection with JCI’s sales efforts or Customer’s orders, are for the sole purpose of identifying the Rider Products, and shall not be construed as an express warranty. Any suggestions by JCI or its representatives regarding application, use or suitability of the Rider Products shall not be construed as an express warranty.