



Limited Warranty for DigiTemp 2

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Watts Heating and Hot Water Solutions LLC dba PVI Industries (the "Company") warrants the DigiTemp 2 (the "Product") to be free from defects in material and workmanship under normal usage for a period of eighteen (18) months from the date of original shipment (the "Warranty Period").

The Warranty Period may be extended up to a maximum period of five (5) years from the date of original shipment as follows:

1. If you register the Product at <https://app.nexaplatform.com/warranty/DigiTemp2> or such other site as determined by the Company from time to time, the Warranty Period will be extended to a period of three (3) years from the date of original shipment.
2. If you connect the Product to the Watts Nexa™ platform, the Warranty Period will be extended to a period of five (5) years from the date of original shipment.

In the event of a covered defect within the Warranty Period, the Company will, at its option, replace or recondition the Product without charge.

THE WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy described in the first paragraph of this warranty shall constitute the sole and exclusive remedy for breach of warranty. This limited warranty does not cover (a) any product, components or parts not manufactured by the Company, (b) faulty or improper installation or unsuitable installation environment, (c) failure to follow instructions or warnings, (d) problems caused by unauthorized attachments, modification, repairs or parts, (e) negligence or vandalism, (f) problems due to foreign material, adverse or improper water conditions, chemicals, contamination, improper pH, water treatment activities or products, mineral deposits, or decomposition by galvanic action, (g) shipping defects or damage, (h) normal wear and tear, (i) any abuse, misuse, unintended use, failure to maintain or inspect, (j) any circumstances over which the Company has no control.

This limited warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the Product. This limited warranty does not cover the connected functionality and features of the Product, which are governed by the provisions of the Watts Terms of Use available at: <https://www.watts.com/terms-of-use> (the "Terms of Use") that are applicable to "Connected Devices" as such term is defined in the Terms of Use.

IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR THIRD PARTIES FOR ANY GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURIES, LOST PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF THE USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCTS, COST OF REPAIR, COST OF ANY SUBSTITUTE PRODUCTS OR SERVICES, DELAY DAMAGES, LABOR CHARGES, FINES/ PENALTIES, ECONOMIC OR NON-ECONOMIC LOSSES, ARISING DIRECTLY OR INDIRECTLY FROM THE SALE/ PURCHASE, OWNERSHIP, INSTALLATION, OR USE OF THE PRODUCT, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE COMPANY'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE OF THE PRODUCT.

To obtain warranty service: Contact the Company at 800-433-5654 with description of the problem and proof of the date of original purchase. Cost of shipping and ensuring returned Product must be paid by purchaser. The Company is not responsible for any loss of damage to the Product incurred during shipping.

