



# **E-SMART THERMOSTAT W960**

**VTech Hospitality Limited Warranty Program**

**vtech<sup>®</sup>**

## **VTech Hospitality Limited Warranty Program**

VTech Communications, Inc., the manufacturer of VTech Hospitality Product ("Product"), warrants to the holder of a valid proof of purchase ("end user" or "you") that the Product and all accessories provided by VTech in the Product's package are free from defects in material and workmanship, pursuant to the following terms and conditions, when installed and used normally and in accordance with the Product's operating instructions. The limited warranty extends to the end user of this Product and applies only if such Product is purchased through a United States of America and/or Canadian distributor. The limited warranty period for this Product is 3 years.

During the limited warranty period, VTech's authorized service representative will repair or replace, at VTech's option, without charge, a Product that is not free from defects in materials and workmanship. If VTech's authorized service representative repairs the Product, new or refurbished replacement parts may be used.

If the Product is replaced, it may be replaced with a new or refurbished Product of the same or similar design. Repair or replacement of Product, at VTech's option, is the exclusive remedy. The limited warranty period for the Product begins on the date that the end user takes possession of the Product. This limited warranty also applies to repaired or replacement Products for a period of either: (a) 90 days from the date the repaired or replacement Product is shipped to you; or (b) the time remaining on the original limited warranty as described above; whichever is longer.

Limited warranty does not cover:

1. Product or parts that have been subjected to misuse, accident, shipping or other physical damage, improper installation, abnormal operation or handling, neglect, inundation, fire, water or other liquid intrusion; or
2. Product that has been damaged due to repair, alteration or modification by anyone other than an authorized service representative of VTech; or
3. Product to the extent that the problem experienced is caused by signal conditions, network reliability or cable or antenna systems; or
4. Product to the extent that the problem is caused by use with non-VTech accessories; or
5. Product whose warranty/quality stickers, product serial number plates or electronic serial numbers have been removed, altered or rendered illegible; or
6. Product purchased, used, serviced, or shipped for repair from outside the United States or Canada, or used for non-approved commercial or institutional purposes (including but not limited to Products used for rental purposes); or
7. Product returned without valid proof of purchase; or
8. Charges or costs incurred by the end user, and risk of loss or damage, in removing and shipping the Product, or for installation or set up, adjustment of customer controls, and installation or repair of systems outside the unit.

Except as provided by applicable law, you assume the risk of loss or damage during transit and transportation and are responsible for delivery or handling charges incurred in the transport of Product(s) to the service location. VTech's authorized service representative will return repaired or replaced product under this limited warranty to you, transportation, delivery and handling charges prepaid. VTech assumes no risk for damage or loss of the Product in transit.

If the Product failure is not covered by this limited warranty, or proof of purchase does not meet the terms of this limited warranty, VTech will notify you and will request that you authorize the cost of repair and return shipping costs for the repair of Products that not covered by this limited warranty. You must pay for the cost of repair and return shipping costs for the repair of Products that are not covered by this limited warranty.

## OTHER LIMITATIONS

This warranty is the complete and exclusive agreement between you and VTech. It supersedes all other written or oral communications related to this Product. VTech provides no other warranties for this Product, whether express or implied, oral or written, or statutory. The warranty exclusively describes all of VTech's responsibilities regarding the Product. No one is authorized to make modifications to this warranty and you should not rely on any such modification.

VTech's liability to end user hereunder shall not exceed the purchase price of the Product. In no event shall VTech be liable for any indirect, special, incidental, consequential, or similar damages (including, but not limited to lost profits or revenue, inability to use the product, or other associated equipment, the cost of substitute equipment, and claims by third parties) resulting from the use of this Product. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you also have other rights which vary from state to state or province to province.



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