



Smart Outdoor Products

Moen Smart Water Network

Last Updated and Effective as of August 22nd, 2024

LIMITED WARRANTY

Moen, Inc.

Limited Warranty

THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THE FOLLOWING IS THE COMPLETE WARRANTY OFFERED BY MOEN, INC. AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, “MOEN”) FOR THE SMART IRRIGATION PRODUCTS, AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO MOEN PRODUCTS AND SERVICES AND MOEN EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE LIMITED TO THE PERIODS OF TIME SET FORTH HEREIN.

This Limited Warranty covers the Moen Smart Sprinkler Controller (8 & 16-zone), Moen Smart Wireless Soil Sensors, and the Moen Smart Sprinkler Controller Outdoor Enclosure (the “Smart Outdoor Products” or “Products”) [contained in the Moen Smart Sprinkler Controller (8 & 16-zone) box, Moen Smart Wireless Soil Sensors box, and the Moen Smart Sprinkler Controller Outdoor Enclosure box. We reserve the right to change the terms of the Limited Warranty at any time, so please review the Limited Warranty each time prior to placing an order or otherwise acquiring any Smart Outdoor Products from Moen. Every time you place an order or otherwise acquire Products from Moen, the Limited Warranty in force at that time will apply between you and Moen. If you have any questions regarding this Limited Warranty, contact us at 1-800-BUY-MOEN (800-289-6636) or visit www.moen.com/contact.

1. WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE

Moen warrants to the owner of the Product(s) will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery following the original retail purchase (collectively, the “Warranty Period”). If the Product fails to conform to this Limited Warranty during the Warranty Period, Moen will, at its sole discretion, either (a) repair or replace any defective Product or component; or (b) accept the return of the Product and refund the money actually paid by the original purchaser for the Product. Repair or replacement may be made with a new or refurbished product or components, at Moen’s sole discretion. If the Product or a component incorporated within it is no longer available, Moen may, at Moen’s sole discretion, replace the Product with a similar product of similar function. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period.

(1) WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO CLAIM UNDER THIS LIMITED WARRANTY

We will not provide any warranty coverage unless your claim is in compliance with all terms of this Limited Warranty. Before making a claim under this Limited Warranty, the owner of the Product must (a) notify Moen of the intention to make a warranty claim by visiting www.moen.com/contact or calling 1-800-BUY-MOEN (800-289-6636) during the Warranty Period and providing a description of the alleged failure, and (b) provide proof of purchase. Moen will have no warranty obligations with respect to the Product if it determines that the Product is an Ineligible Product (defined below).

(2) WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover and is void with respect to the following (collectively "Ineligible Products"): (i) Products marked as "sample", "engineering sample" or "Not for Sale", or sold "AS IS"; (ii) Products that have been subject to: (a) modifications, alterations, tampering, or improper or lack of maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with the User's Guide or other instructions provided by Moen; (c) abuse or misuse of the Product; (d) breakdowns, fluctuations, or interruptions in electric power, water provided to the home, or the telecommunications network; (e) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane; or (f) commercial use; (iii) any non- Moen branded hardware products, even if packaged or sold with Moen hardware; and (iv) any malfunctions or damage caused by any non-Moen branded products. This Limited Warranty does not cover consumable parts, including batteries, unless damage is due to defects in materials or workmanship of the Product, or software (even if packaged or sold with the product). Unauthorized use of the Product or software can impair the Product's performance and may invalidate this Limited Warranty. This Limited Warranty does not cover data loss.

(3) DISCLAIMER OF WARRANTIES

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, MOEN DOES NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING MOEN'S PRODUCT OR ONLINE SERVICES ("SERVICES") OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOEN DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOEN ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

(4) LIMITATION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITATION SHALL APPLY TO ANY AND ALL DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH THEY ARE ASSERTED (INCLUDING, WITHOUT LIMITATION, CONTRACT, BREACH OF CONTRACT OR TORT), AND REGARDLESS OF WHETHER MOEN HAS BEEN ADVISED OF THE POSSIBILITY OF LOSS OR DAMAGES - UNLESS YOU PROVE THAT WE CAUSED DAMAGES TO YOU INTENTIONALLY. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL MOEN 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AMOUNT OF OUR TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE TOTAL PRICE ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER. THIS ALLOCATION OF RISK IS REFLECTED IN THE PRICE CHARGED FOR THE PRODUCT AND SERVICES, IF ANY. YOU ACKNOWLEDGE THAT THE PRICE OF THE PRODUCT AND SERVICES WOULD BE MUCH GREATER IF WE UNDERTOOK MORE EXTENSIVE LIABILITY.

(5) LIMITATION OF LIABILITY

THE SERVICES PROVIDE YOU INFORMATION ("PRODUCT INFORMATION") REGARDING YOUR MOEN PRODUCTS OR OTHER PERIPHERALS CONNECTED TO YOUR PRODUCTS ("PRODUCT PERIPHERALS"). THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO YOUR 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." MOEN DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT INFORMATION OR USE OF THE SERVICES OR PRODUCT WILL PROVIDE PROTECTION IN OR TO YOUR HOME. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND MOEN DISCLAIMS RESPONSIBILITY FOR) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, PLUMBING, WI-FI, INTERNET, FIXTURES, ELECTRICITY, WATER, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS, PEOPLE, AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, DATA ALARMS OR PRODUCT. PRODUCT INFORMATION PROVIDED BY THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION OR AS A SUBSTITUTE FOR EMERGENCY SERVICES. FOR EXAMPLE, A NOTIFICATION PROVIDED THROUGH THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND VISIBLE INDICATIONS IN THE HOME AND ON THE PRODUCT.

(6) YOUR RIGHTS AND THIS LIMITED WARRANTY

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, nation, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces, nations, or jurisdictions. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights, you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.

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