

Standard Limited Warranty

Honeywell Limited of 2 Richardson Place, North Ryde, NSW 2113 (“**Honeywell**”) gives this limited express warranty against defects (“**Warranty**”) in relation to Honeywell Building Management System Products (the “**Products**”) only to the person who originally purchased the Products directly from Honeywell (“**Original Purchaser**”). All other persons or end users, to the extent they are not the Original Purchaser, must contact their dealer, installer, or supplier for details on any potential warranty coverage. The exclusive remedies, and Honeywell’s sole liability, as to any claim under this Warranty are as set forth below. To the extent permitted by law, and in no way affecting any rights a person may have under the Australian Consumer Law, the remedies in this Warranty are in lieu of any other liability or obligation of Honeywell, including, without limitation, any liability or obligation for damage, loss, or injury (whether direct, indirect, exemplary, special, consequential, punitive or incidental) arising out of or in connection with the delivery, use, or performance of the Products. Credit, repair, or replacement (at Honeywell’s option) is the sole remedy provided under this Warranty. No extension or modification of this Warranty will be binding upon Honeywell unless set forth in writing and signed by an authorised representative of Honeywell or provided directly to the Original Purchaser by Honeywell.

If you are a “consumer” under the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

a. Product Warranty Terms. Subject to applicable law and compliance with the terms of this Warranty, Honeywell warrants that all Products (excluding software) will be free from defects in workmanship and materials for a period of eighteen (18) months from the date of manufacture or, in Honeywell’s discretion, twelve (12) months from the date of shipment to the Original Purchaser if the Original Purchaser can link the Product covered by this Warranty to a specific order or invoice or as otherwise set forth in a separate agreement between Honeywell and the Original Purchaser or end user. Notwithstanding the foregoing, the following Products shall have the warranty periods set forth below:

Sixty (60) Months from Honeywell’s Date of Manufacture

- EX-OR devices
- MS direct coupled actuators; MVN rotary valve actuators
- TC500 commercial thermostat

Thirty (30) Months from Honeywell’s Date of Manufacture

- Saia Burgess Controls devices

Twenty-four (24) Months from Honeywell’s Date of Manufacture

- Trend Control devices
- INNCOM Products

(collectively with the standard 12/18-month warranty periods, the “**Warranty Period(s)**”). This Warranty does not cover defects caused by normal wear and tear or maintenance. Except as provided by law, Honeywell’s sole liability, and the Original Purchaser’s or end user’s exclusive remedy, shall, as determined in Honeywell’s sole discretion, be limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product(s). The Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted under this Warranty for the remainder of the original Warranty Period, if any.

b. Warranty Exclusions. THIS LIMITED WARRANTY IS NOT GIVEN IN RELATION TO, AND IS VOID WITH RESPECT OF ANY PRODUCT OR SERVICE THAT IS:

- software, including any subscription-based software, platform-as-a-service, infrastructure-as-a-service, or software-as-a-service;
- altered or repaired by anyone other than Honeywell’s authorised employees or agents;
- installed, used, serviced, or maintained in a manner that fails to conform with Honeywell’s documentation for the Product or training, including but not limited to, in the case of INNCOM Products, mixing controls without Honeywell’s prior approval; or
- lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of the Product (including, without limitation, damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including, without limitation, lightning or related voltage surges); or (C) any other cause not within Honeywell’s control, including, without limitation, the failure to apply required or recommended updates or patches to any software or device in the Product’s network environment.

c. Procedure for Warranty Claims. If, during the applicable Warranty Period, the Original Purchaser or end user believes there is a defect in material or workmanship covered by this Warranty, the end user must immediately discontinue use or, if the Original Purchaser is not the end user, instruct the end user to discontinue use and notify Honeywell by email at the following address: pcsc@Honeywell.com. Written authorization from Honeywell, including a Returned Material Authorization (“**RMA**”) number, must be obtained prior to returning any Product(s) to Honeywell for assessment of a claim under this Warranty. In order to obtain an RMA number, the Original Purchaser or end user must fill out a Return Material Authorization Request Form, which Honeywell will provide upon request, and identify the model number, date code or serial number, Product SKU, invoice, quantity of affected Products, and the nature of the problem. Return shipments and insurance must be prepaid. All returns must include the RMA number and a return address on the outside of the packaging, be appropriately packaged separately from other returns, and be protected from shipping damage. Upon receipt of any Products during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the Product to verify the alleged defect, (ii) in Honeywell’s sole discretion, issue a credit to the Original Purchaser or end user, as the case may be, or repair or replace any defective Product, including shipment (at Honeywell’s expense) of such replacement or repaired product back to the Original Purchaser or end user. If Honeywell elects to issue a credit, such credit will be at Honeywell’s lowest wholesaler net price in effect at the time of the return (as set forth on Honeywell’s then current price sheet) or at the actual invoice amount if a copy of that invoice is provided with the returned Product. Honeywell reserves the right to disallow this credit in case of warranty abuse. Honeywell will credit the Original Purchaser or end user for its return shipping costs for any defective Product, but the Original Purchaser or end user will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products, as well as for paying Honeywell a standard testing charge for any Products not found to be defective.

d. Warranty Disclaimers

i. SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. THE ORIGINAL PURCHASER AND ALL END USERS BEAR ALL RISK AS TO SOFTWARE, AND HONEYWELL MAKES NO WARRANTIES, IMPLIED OR ACTUAL, REGARDING ANY OF ITS SOFTWARE OR DOCUMENTATION.

ii. HONEYWELL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE SECURITY AND FUNCTIONALITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS, FIRE, OR OTHERWISE; OR THAT THE PRODUCTS WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION. THE ORIGINAL PURCHASER AND ALL END USERS UNDERSTAND THAT PROPERLY INSTALLED AND MAINTAINED PRODUCTS MAY ONLY REDUCE THE RISK OF FIRE, THEFT, PROPERTY DAMAGE OR OTHER EVENTS OCCURRING, BUT IT IS NOT INSURANCE OR A GUARANTEE THAT SUCH WILL NOT OCCUR OR THAT THERE WILL BE NO PERSONAL INJURY OR PROPERTY LOSS AS A RESULT.

iii. THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY HONEYWELL, SOFTWARE, CONSUMABLE ITEMS OR ITEMS THAT HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE WARRANTY PERIOD (E.G., PAPER, PRINTER RIBBONS, LAMPS, BATTERIES), SPARE PARTS, OR SERVICES. THE WARRANTIES, IF ANY, APPLICABLE TO ANY SOFTWARE OR SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. HONEYWELL MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS. THE ORIGINAL PURCHASER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE PRODUCTS OR THE NETWORK ENVIRONMENT. THE ORIGINAL PURCHASER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE PRODUCTS BEYOND THEIR STATED LIFECYCLE.

e. Governing Law. This Warranty is governed by the same choice of law set forth in the applicable Honeywell Terms and Conditions of Product Sales (available at <https://hwl.co/HBTLegal>), without regard to conflicts of law principal.

f. Severability. If any provision of this Warranty is held to be void or unenforceable, such provision will be deemed stricken or modified to the extent necessary to make it lawful, and all other provisions of this Warranty shall remain in full force and effect.