

Standard Limited Warranty

LIMITED WARRANTY. THIS LIMITED WARRANTY COVERS HONEYWELL INTERNATIONAL INC.'S ("Honeywell") BUILDING MANAGEMENT SYSTEMS PRODUCTS (collectively, the "Products"). THIS LIMITED WARRANTY ONLY APPLIES TO THE ORIGINAL PURCHASER OF PRODUCTS, EXCEPT THAT WITH RESPECT TO INNCOM PRODUCTS, THIS LIMITED WARRANTY EXTENDS TO THE END USER OF SUCH PRODUCTS. FOR ALL PRODUCTS, OTHER THAN INNCOM PRODUCTS, END USERS, TO THE EXTENT THEY DID NOT PURCHASE THE PRODUCTS DIRECTLY FROM HONEYWELL, 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 WARRANTY CLAIM FOR ALL PRODUCTS SOLD BY HONEYWELL ARE AS SET FORTH BELOW. SUCH REMEDIES 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 ITS PRODUCTS. CREDIT, REPAIR, OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OR MODIFICATION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE OR PROVIDED DIRECTLY TO THE ORIGINAL PURCHASER OR END USER BY HONEYWELL.

a. **Product Warranty Terms.** Subject to applicable law and compliance with the terms of this Limited Warranty, Honeywell warrants that all Products (excluding software) will be free from defects in workmanship and materials for the following periods or as set forth in a separate agreement between Honeywell and the original purchaser or end user:

Sixty (60) Months from Honeywell's Date of Shipment or the Date of Installation, at Honeywell's Discretion

- MS and MN direct coupled actuators; MVN rotary valve actuators
- VBN, VB6 and VBF commercial ball valves, and VRN pressure independent control valves
- JADE economizer when used with Honeywell sensors and actuators
- VR series butterfly valves (up to 12 inch)
- VH series butterfly valves (up to 5 inch 2-way, up to 4 inch 3-way)
- VN zone valves
- MB series actuators (up to 1400 lb-in torque)
- TC500 commercial thermostat
- E-Mon electrical sub-meters and sensors
- Phoenix Controls Venturi Valve Products

Thirty-six (36) Months from Honeywell's Date of Shipment or the Date of Installation, at Honeywell's Discretion

- Variable frequency drive devices (VFD) and accessories
- LCBS connect controllers, LCBS wall modules and gateways
- All other Phoenix Controls Products

Twenty-four (24) Months from Honeywell's Date of Shipment or the Date of Installation, at Honeywell's Discretion

- TR series wall modules
- VR series butterfly valves (14 inch and larger)
- VH series butterfly valves (6 inch and larger 2-way, 5 inch and larger 3-way)
- MB series actuators (3540 lb-in torque and above)
- INNCOM Products
- Alerton Products

Eighteen (18) Months from Honeywell's Date of Shipment or the Date of Installation, at Honeywell's Discretion

- All WEBS licensed Products (including CIPer)
- HON-9000

Twelve (12) Months from Honeywell's Date of Shipment or the Date of Installation, at Honeywell's Discretion

- All other Products

(the "Warranty Period(s)"). Notwithstanding the foregoing Warranty Periods, if the original purchaser or end user is unable to present an invoice to Honeywell for the Products covered by this Limited Warranty or show documentation sufficient to identify the date of installation, Honeywell may, in its discretion, treat the Warranty Period as having commenced on the date of manufacture of the Products. In the case of INNCOM Products, if Honeywell or its subcontractors are responsible for installing the Product, the Warranty Period will not begin to run on that Product until such time as the user accepts the Product or begins beneficial use of the Product, whichever occurs first. This Limited Warranty does not cover defects caused by normal wear and tear or maintenance. Honeywell's sole liability, and the original purchaser's or end user's exclusive remedy, which shall be determined in Honeywell's sole discretion, is 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 for the remainder of the original Warranty Period, if any.

b. **Warranty Exclusions.** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO 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 authorized 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 Limited 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 using the following methods of communication:

INNCOM: customerservice.inncom@honeywell.com
1-800-543-1999, Option #2

Phoenix Controls: tech.support@phoenixcontrols.com
1-800-474-9832 (USA/Canada/Puerto Rico)
1-612-524-4196 (International)

Variable Frequency Drives (VFD): 1-888- 516-9347, option 4

All other BMS Products:
<https://buildings.honeywell.com/shop/honeywell/en/myAccount/return-request>

Alerton: Alerton.css@alerton.com
1-855-253-4100 (USA/Canada/Puerto Rico)
1-612-524-4188 (International)

Written authorization from Honeywell, including a Returned Material Authorization ("RMA") number, must be obtained prior to returning any Product(s) to Honeywell for warranty assessment. In order to obtain an RMA number, the original purchaser or end user must provide the model number, date code, 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 Limited Warranty is governed by the same choice of law set forth in the applicable Honeywell Terms and Conditions of Product Sales (available at <https://hwll.co/HBTLegal>), without regard to conflicts of law principal.

f. **Severability.** If any provision of this Limited 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 Limited Warranty shall remain in full force and effect.