



# Hardware Warranty for JAS Cloud Modules

Rev B - Last Updated: 4/18/2024

**Jensen Applied Sciences LLC** (DBA "JAS Monitoring") warrants its Cloud Module hardware ("Hardware") to be free from defects in materials and workmanship for a period of **2 years** (the "Warranty Period") from the date of purchase by the original end-user ("Customer").

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## 1. Warranty Coverage

- 1.1. This warranty covers the repair or replacement of defective Hardware at JAS Monitoring's sole discretion.
- 1.2. This warranty covers malfunctions caused by defects in materials or workmanship.

## 2. Warranty Exclusions

This warranty does not cover defects caused by:

- 2.1. Normal wear and tear
- 2.2. Misuse, neglect, abuse, or improper installation
- 2.3. Unauthorized modification or repair
- 2.4. Power surges, electrical fluctuations, or other external factors
- 2.5. Use outside the published operating specifications
- 2.6. Natural Disasters (e.g., fire, flood, earthquake)
- 2.7. Failure to follow the instructions for use

## 3. Customer Responsibilities

- 3.1. The Customer is responsible for notifying JAS Monitoring of a warranty claim within **60 days** of discovering the defect.
- 3.2. The Customer must obtain a Return Merchandise Authorization (RMA) number from JAS Monitoring before returning the Hardware.
- 3.3. The Customer is responsible for securely packaging and shipping the defective Hardware to JAS Monitoring at their own expense.

## 4. JAS Monitoring Responsibilities

- 4.1. JAS Monitoring will, at its sole discretion, repair or replace the defective Hardware with a new or refurbished unit of equivalent performance.
- 4.2. JAS Monitoring will be responsible for the return shipping costs of the repaired or replacement Hardware to the Customer.

## 5. Technical Support

- 5.1. Technical support for the Hardware is available during the Warranty Period.
- 5.2. Technical support may include troubleshooting assistance and configuration guidance, depending on the scope of the defect.

## 6. Software Warranty

This warranty applies only to the Hardware. The software running on the Cloud Module may have a separate warranty, which can be found in the Service Level Agreement.

## 7. Warranty Disclaimer

- 7.1. This warranty is the sole and exclusive warranty made by JAS Monitoring with respect to the Hardware and supersedes all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- 7.2. JAS Monitoring shall not be liable for any special, incidental, or consequential damages arising out of the use of the Hardware, even if JAS Monitoring has been advised of the possibility of such damages.

## 8. Limitation of Liability

The Customer's sole remedy for any breach of this warranty shall be the repair or replacement of the Hardware as set forth above.

## 9. Governing Law

This warranty shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

## 10. Entire Agreement

This warranty constitutes the entire agreement between the parties with respect to the Hardware and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.