



Warranty Statement

WARRANTY STATEMENT

Lockly ("Lockly and LocklyPro") warrants that the products manufactured by Lockly, identified here, are free of defects in materials and workmanship. The sole and exclusive liability of Lockly under this warranty statement is limited to the repair or replacement of any product or component part covered by the warranty at the sole discretion of Lockly. This warranty does not cover customer training and education, installation, set up or adjustment, signal or reception problems. This gives you specific legal rights. You may also have other legal rights that vary by state, province or jurisdiction. 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.

DURATION AND COVERAGE

Two (2) year [Five (5) years for certified Pro customers] Limited Hardware Warranty. Subject to the additional terms and conditions set forth below, Lockly provides the following Limited Warranty:

- Only to the person or entity that originally purchased the Device from Lockly or from one of its authorized resellers or distributors; and
- Only for Devices purchased and delivered to the end user within the United States or Canada.

ORIGINAL USER

This warranty only applies to the original purchaser of the Product who purchased the Product from LOCKLY or one of its authorized resellers or distributors for residential use. This warranty is nontransferable, except where prohibited by applicable law. Residential use includes use of a residence as a vacation rental or for shared short-term accommodation (for example, through services such as AirBnB or VRBO). This warranty does not otherwise apply to commercial users of the Product.

WHAT IS COVERED

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WHAT IS NOT COVERED

- Normal wear and tear from use
- Replaceable components such as batteries, key cards or any other consumable products used or supplied with the product that can be replaced as a result of normal use

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- Flawed or defective product operation(s) caused by unusual or unforeseeable use or condition
- Repairs or alterations performed by anyone other than Lockly authorized personnel
- The use of unauthorized components or sub-assemblies in place of components supplied with the product
- Any products or systems in which Lockly product is incorporated
- Force majeure, (unforeseeable circumstances that prevent someone from fulfilling a contract)
- Improper operation or maintenance of the product
- Installation of the product, unless Lockly is responsible for the installation.

This warranty does not cover or provide remedies regarding software distributed by LOCKLY with or without the LOCKLY brand name (including, but not limited to, the software that may control the Product, or provide or deny access to a residence using the Product). Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

The Following costs, expenses and damages are also not covered by this limited hardware warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Product; (ii) shipping and freight expenses required to return Product to LOCKLY unless the Product is found to be defective; and (iii) any loss of or damage to tangible or intangible property as a result of failure of or a defect in the Product or its software.

The warranty only applies to the original purchaser of the product and they must have made the purchase and use the product within the USA or Canada through Best Buy Canada.

LOCKLY will not honor exchanges or refunds for products purchased from non-authorized dealers which includes: Pawn shops, personal or peer-to-peer sales, liquidation stores, eBay sales that are not from a major retail chain such as Best Buy, Home Depot or Lowes.

WARRANTY

- Seller warrants only that all products sold pursuant to a Quotation or Purchase Order will conform to the description in the Price Book and will be free from defects in workmanship and materials.
- The duration of each product warranty is dependent on the particular product. Extended warranties may be available for an additional cost.
- Seller is not responsible for defects or damages caused by wear and tear, consumable materials, vandalism, fires, storms, floods, acts of God, misuse, abuse or alteration by any company other than Seller.
- Seller further warrants that Buyer will receive good and valid title to the products.

WARRANTY

- Any claim on account of nonconforming or defective products or for any other cause whatsoever shall conclusively be deemed waived by Buyer unless written notice thereof is given to Seller promptly after discovery but no later than sixty (60) days from date of shipment.
- Seller shall have the right either to replace or repair any nonconforming or defective products, to refund the purchase price upon return of the products, or to grant a reasonable allowance on account of such nonconformance or defect Seller's liability and Buyer's exclusive remedy for nonconforming or defective products shall be limited solely to replacement, repair, refund, or allowance as Seller may elect.
- Seller shall be given reasonable opportunity to investigate all claims and no materials shall be returned to Seller until after inspection and approval by Seller and receipt by Buyer of written shipping instructions from Seller. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of nonconforming or defective products.

ADDITIONAL WARRANTIES

- No credit will be provided for any work completed by others during warranty term.
- Warranty work will be performed during normal business hours with our standard response times. Any warranty work taking place beyond normal business hours or with expedited response time may be billable.
- Products repaired or replaced under the warranty are warranted only through the remainder of the original warranty period.

DISCLAIMER OF FURTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, THERE IS NO WARRANTY, REPRESENTATION, OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY USE CONTEMPLATED BY BUYER) CONCERNING SELLER'S PRODUCTS OR SERVICES AND NONE SHALL BE IMPLIED BY LAW.

Lockly reserves the right to revise this warranty statement, at any time, without notice. Warranty is subject to Terms and Conditions of sale found in Price Book(s). While reasonable efforts were made to ensure the accuracy of this statement, Lockly assumes no liability for any errors or omissions.

RETURN AND REPLACEMENT

LOCKLY may require that you return the Product to LOCKLY offices. LOCKLY may request a copy of your sales receipt or dated itemized receipt. LOCKLY may, at its option, use new or refurbished or used parts in good working condition to repair or replace any Product. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer or for any additional period of time that may be applicable in your jurisdiction.

LIMITATION OF LIABILITY

LOCKLY WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR LOSS OF OR DAMAGE TO PROPERTY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF LOCKLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LOCKLY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT THAT CAUSED SUCH DAMAGE. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitations or exclusions may not apply to you.

DISCLAIMER OF WARRANTIES

EXCEPT WHERE PROHIBITED BY LAW, THE WARRANTY AND REMEDIES DESCRIBED ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH LOCKLY DISCLAIMS. AN IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THE WARRANTY PERIOD ABOVE. Any recovery is limited to repair, replacement, or refund as described above. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

NATIONAL STATUTORY RIGHTS

Consumers have legal rights under applicable national legislation governing the sale of consumer goods. These rights are not affected by the warranties in this limited warranty.

For Australia/New Zealand Consumers Only: 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 for 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. This warranty in Australia and New Zealand is provided by PIN Genie Ltd.

Contact Information for Australia/New Zealand Consumers Only:

Address: PIN Genie Ltd. 21/F Fun Tower 35 Hung To Road, Kowloon, Kwun Tong, Hong Kong

Telephone: (852)3525-9015

Email: support@pin-genie.com