

Two (2) Year Limited Warranty

What is covered under this limited warranty (including, if applicable, the Supplemental Warranty as defined and set forth below) (this “Limited Warranty”)?

Subject to the conditions set forth below, Phyn LLC (“Phyn”) warrants to the original end-user of this Phyn product that, when properly installed, the product will be free from defects in materials and workmanship under normal conditions of use for a period of two (2) years from the date of delivery to such original end-user (the “Limited Warranty Period”).

We reserve the right to change the terms of this Limited Warranty at any time so please review this Limited Warranty every time you place an order or otherwise acquire any Phyn product.

What will we do to correct problems

If Phyn determines that the Phyn product was installed correctly and has failed or is defective within the scope of this Limited Warranty, Phyn will, at its option, either (i) repair or replace, free of charge, any defective Phyn product, or (ii) accept the return of the Phyn product and refund the money actually paid by the original end-user for such Phyn product. Repair or replacement may be made with a new or refurbished product or component, at Phyn’s sole discretion. Phyn reserves the right to discontinue any of its products without notice and disclaims any warranty to repair or replace any such discontinued products. In the event that Phyn is unable to repair or replace a product (for example, because it has been discontinued) covered by this Limited Warranty, Phyn will offer a credit toward the purchase of another Phyn product in an amount equal to the purchase price of the product as discounted. If the product or a component incorporated within it is no longer available, Phyn may, at its 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. This Limited Warranty is valid only for the original end-user of this Phyn product, except that it may be transferred by such original end-user solely to the subsequent owner of any real estate property (e.g., house, apartment, condominium) where the original purchaser first installed the product, but in such event, the Limited Warranty Period will not be extended in duration or expanded in coverage for any such transfer. Any other purported transfer of this Limited Warranty will render this Limited Warranty null and void.

What is not covered by this Limited Warranty

In order for this Limited Warranty to be in effect, the Phyn product must be: (i) purchased directly from Phyn or an authorized reseller of Phyn products (see “Unauthorized Reseller Warning”); (ii) installed, maintained, repaired and operated in accordance with the instructions provided by Phyn; (iii) installed in an end-use environment as intended for the product; and (iv) installed in accordance with then-applicable building, mechanical, plumbing, electrical, or other applicable code requirements.

Without limiting the foregoing, this Limited Warranty does not cover and will be voided if Phyn determines that any of the following have occurred: (i) the product was not installed in accordance with the terms of Phyn's Installation Guide or other written instructions provided by Phyn; (ii) the product has been altered or tampered with in any way or improperly handled or maintained; (iii) the product has been exposed to temperatures and/or pressures that exceed the limitations for the product, exposed to highly corrosive atmospheric conditions, or subjected to abnormal physical or electrical stress; (iv) the product was installed, handled, or stored not in accordance with instructions provided by Phyn; or (v) the product was combined with any non-Phyn hardware products. This Limited Warranty does not cover data loss related to the Phyn hardware product regardless of the nature or basis of the loss. Products installed on anything other than potable water service lines shall not be covered by this Limited Warranty (for example, irrigation lines or well systems). Unauthorized use of the product or software can impair the product's performance and may invalidate this Limited Warranty.

This Limited Warranty does not protect against, and any liability for losses related to any of the following are hereby expressly excluded: (i) acts of God such as flood, lightning, earthquake, or war; (ii) vandalism or theft; and (iii) losses due to normal-use wear and tear, erosion, depletion, obsolescence, abuse, damage due to low-voltage disturbances (i.e., brownouts or sags), non-authorized program, inadequate connectivity of the Phyn hardware product to Wi-Fi networks or otherwise, Wi-Fi throughput below required levels, or system equipment modification.

In addition, Phyn does not give any warranty: (i) in relation to software or services provided or made available by Phyn with the product, whether factory loaded on the product, contained on media accompanying the product, or downloadable in connection with the product; (ii) in relation to any third-party software or service offerings which may be included in, accessible by, or bundled with the product; (iii) that the operation of the Phyn product, software, or services will be uninterrupted or error free; (iv) that the Phyn product, software or services, or any equipment, system or network on which the product, software or services are used, will be free of vulnerability to intrusion or attack; or (v) as to the continued availability of a third party's service which this product's use or operation may require.

Unauthorized reseller warning

Phyn products are sold directly by Phyn as well as through a network of authorized resellers selected by Phyn. Such authorized resellers have been specifically chosen by Phyn for their ability to properly represent, sell, and, in some cases, service Phyn products. Some of these authorized resellers have Internet sites on which they are authorized by Phyn to sell our products. Phyn provides this Limited Warranty solely for products sold by Phyn or our authorized resellers.

Many resellers who sell online, such as through Amazon.com, are not authorized resellers of Phyn products. When purchasing Phyn products online, whether at Amazon.com or other web sites, it is important to determine where the product is being shipped from and who the product is being sold by before making a purchase. On Amazon.com, that information is set forth in the header for each product. If you are uncertain as to whether you are purchasing a product from a Phyn authorized reseller, please contact us directly before you purchase.

Unfortunately, Phyn products are sometimes sold by companies that are not authorized to do so. Due to the nature of the products sold by unauthorized resellers and their business practices, products sold by unauthorized resellers are not entitled to coverage under this Limited Warranty. Phyn is diligently working to prohibit these companies from taking advantage of consumers, but these practices continue to exist. We urge you to use diligence when selecting a reseller to make your purchase.

Except as expressly set forth above, this Limited Warranty is non-transferable. If you purchase a Phyn product from an unauthorized reseller or if the original factory serial number has been removed, defaced or altered, this Limited warranty will not be valid. In addition, second-hand items, including sales from websites such as eBay and Craig's List, are not covered by this Limited Warranty.

30-day return policy

If you are the original end-user of the product, you have not installed the product, and you wish to return the product for any reason, you may return it in its original condition (accompanied by the original receipt) within thirty (30) days of the original purchase and receive a full refund.

Uponor Pro Squad Benefits and Enhancements (Supplemental Warranty)

The Uponor Pro Squad is made up of an elite group of authorized water specialists charged with advancing the plumbing industry and moving water forward. The strength of the Uponor Pro Squad is its people, who are highly trained and authorized to install your Phyn Plus product. If your Phyn Plus product was purchased from Uponor or an authorized Uponor Pro Squad member and installed by an authorized Uponor Pro Squad member, yet you still sustain property damage as a direct result of a water supply line leak while your Phyn Plus is installed and active, Uponor, Inc. ("Uponor") will reimburse you for the amount of the deductible on your property insurance policy which covers the resulting damage, up to a maximum reimbursement of \$3,000 (and further subject to the terms of the following paragraph and limitations of liability set forth in this Limited Warranty) (the "Supplemental Warranty"). In addition, if your Phyn Plus product was purchased from Uponor or an authorized Uponor Pro Squad member and installed by an authorized Uponor Pro Squad member, the Limited Warranty Period will be extended from a period of two (2) years from the date of delivery to the purchaser to three (3) years from the date of installation by the authorized Uponor Pro Squad member. Phyn Plus customers will qualify for this deductible reimbursement benefit and Supplemental warranty only if all other terms of this Limited Warranty are otherwise satisfied.

The following additional terms and conditions apply to the deductible reimbursement benefit of the Supplemental Warranty: (i) Uponor will not be obligated to reimburse any Phyn Plus customer for more than the amount of such customer's insurance policy deductible as actually applied by their property insurance company; (ii) Uponor will not be obligated to reimburse any Phyn Plus customer for more than one insurance policy deductible in any twelve (12) month

period; and (iii) Uponor must be provided with reasonable documentary proof that the insurance deductible for which reimbursement is sought was actually applied.

How to get service for your Phyn product

1. Contact Phyn at 1855 Del Amo Blvd., Torrance, CA 90501, Attn: Customer Service; call (877) 749-6792; or go to Phyn.com within five (5) days of recognizing a defective Phyn product within the Limited Warranty Period.

IMPORTANT: When submitting a claim under this Limited Warranty be prepared to provide the following information:

- The part number of the Phyn product (printed physically on the device).
- MAC address (printed on the label attached to the blue customer quick start guide).
- Copy of the original receipt.

2. A Phyn customer service representative will provide the information on how to proceed with your claim.

Phyn and Uponor reserve the right to review the damaged Phyn product. The damaged product must remain available for inspection until the claim is finalized. Whenever claims are settled, Phyn and Uponor reserve the right to be subrogated under any existing insurance policies the purchaser may have.

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 installation of the repaired product or replacement product, or (b) the remainder of the Limited Warranty Period.

Phyn and Uponor will not provide any warranty coverage unless your claim is made in compliance with all terms of this Limited Warranty as set forth above.

Exclusions and disclaimers under this Limited Warranty

This Limited Warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental, consequential, or other damages, so the limitations herein may not apply to you. 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.

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PHYN, UPONOR OR THEIR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS,

MANAGERS, EMPLOYEES, LICENSORS AND ASSIGNS, BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR DAMAGE TO REAL OR PERSONAL PROPERTY, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD-PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND/OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PHYN, UPONOR OR THEIR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE. NOTHING HEREIN SHALL LIMIT THE LIABILITY OF PHYN AND UPONOR IN RELATION TO DEATH OR BODILY INJURIES.

THE WARRANTIES AND REMEDIES SET OUT IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED.

IN THOSE JURISDICTIONS WHERE IT CAN LAWFULLY DO SO, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHYN, UPONOR AND THEIR AFFILIATES HEREBY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT YOUR USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, MATERIAL, OR DATA. THE ONLINE SERVICES INTENDED TO OPERATE WITH THE PHYN PRODUCTS PROVIDE USERS WITH CERTAIN INFORMATION. ALL SUCH INFORMATION IS PROVIDED "AS IS" AND "AS AVAILABLE". PHYN AND UPONOR DO NOT WARRANT OR GUARANTEE THAT SUCH INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT USE OF SUCH INFORMATION, SUCH ONLINE SERVICES, OR PHYN PRODUCTS WILL FULLY PROTECT REAL PROPERTY FROM WATER DAMAGE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PHYN, UPONOR, OR A DEALER, RESELLER, AGENT, REPRESENTATIVE, OR AFFILIATE OF PHYN OR UPONOR SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR

EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Limitations on liability under this Limited Warranty

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 PHYN OR UPONOR HAS BEEN ADVISED OF THE POSSIBILITY OF LOSS OR DAMAGES (UNLESS YOU PROVE THAT PHYN CAUSED DAMAGES TO YOU INTENTIONALLY). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AMOUNT OF PHYN'S AND UPONOR'S 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 END-USER. 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 PHYN OR UPONOR UNDERTOOK MORE EXTENSIVE LIABILITY.