



## Smart Water Security Limited Warranty

Moen Smart Water

Last Updated and Effective as of: November 2024

### LIMITED WARRANTY

Moen Incorporated

THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THE FOLLOWING IS THE COMPLETE WARRANTY OFFERED BY MOEN INCORPORATED ("MOEN") FOR THE FLO™ SMART WATER MONITOR & SHUTOFF PRODUCTS AND RELATED SERVICES AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO SUCH PRODUCTS AND SERVICES AND MOEN EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE LIMITED TO THE PERIODS OF TIME SET FORTH HEREIN.

This Limited Warranty covers the Flo Device (as defined below) contained in the Flo Device box. We reserve the right to change the terms of this Limited Warranty at any time, so please review this Limited Warranty each time prior to placing an order or otherwise acquiring any Flo Device. Every time you place an order or otherwise acquire a Flo Device, the Limited Warranty in force at that time will apply between you and Moen. If you have any questions regarding this Limited Warranty, contact us at 844-633-8356 or visit [www.moen.com/contact](http://www.moen.com/contact).

#### (1) WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE

Moen Incorporated, 25300 Al Moen Drive Dr., North Olmsted, OH 44070-8022, warrants to the purchaser of this Flo Device ("Product" or "Device") that the Device will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery following the original retail purchase (the "Warranty Period"). This warranty applies only to Devices purchased from Moen authorized resellers. If the Product fails to conform to this Limited Warranty during the Warranty Period, Moen will, at its sole discretion, either (a) repair or replace any defective Product or component; or (b) accept the return of the Product and refund the money actually paid by the original purchaser for the Product. Repair or replacement may be made with a new or refurbished product or components, at Moen's sole discretion. If the Product or a component incorporated within it is no longer available, Moen may, at Moen's 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. 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 delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period. This Limited Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer.

#### (2) TOTAL SATISFACTION RETURN POLICY

If you are the original purchaser of the Product and you are not satisfied with this Product for any reason, you may return it in its original condition within thirty (30) days of the original purchase and receive a full refund. You will be solely responsible for (and Moen disclaims) any and all loss, liability, or damages, including to your wiring, plumbing, fixtures, electricity, water, Wi-Fi, home, product, product peripherals, computer, mobile device, and all other items, people, and pets in your home, resulting from the removal of the Product.

### **(3) WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO CLAIM UNDER THIS LIMITED WARRANTY**

We will not provide any warranty coverage unless your claim is in compliance with all terms of this Limited Warranty and you follow proper return procedure. Before making a claim under this Limited Warranty, the owner of the Product must (a) notify Moen of the intention to make a warranty claim by visiting [www.moen.com/contact](http://www.moen.com/contact) during the Warranty Period and providing a description of the alleged failure, and (b) comply with Moen's return shipping instructions. Moen will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after examination of the returned Product, that the Product is an Ineligible Product (defined below).

### **(4) WHAT THIS LIMITED WARRANTY DOES NOT COVER**

This Limited Warranty does not cover and is void with respect to the following (collectively "Ineligible Products"): (i) Products marked as "sample", "engineering sample" or "Not for Sale", or sold "AS IS"; (ii) Products that have been subject to: (a) modifications, alterations, tampering, or improper or lack of maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with the User's Guide or other instructions provided by Moen; (c) abuse or misuse of the Product; (d) breakdowns, fluctuations, or interruptions in electric power, water provided to the home, or the telecommunications network; (e) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane or other storms and natural disasters; or (f) commercial use; (iii) any non-Flo or Moen branded hardware products, even if packaged or sold with the Product; (iv) any malfunctions or damage caused by any non-Flo or Moen branded products; and (v) any Products that have been self-installed or installed, maintained or repaired by any person who is not a professional or licensed plumber, has not been designated a "Pro" from the "Moen Plumbing Network" or recommended by Moen or is otherwise not a service provider authorized or recommended by Moen. Products installed on anything other than potable water service lines shall be Ineligible Products (for example, irrigation lines, well systems or water containing metallic sediments). This Limited Warranty does not cover consumable parts, including batteries, unless damage is due to defects in materials or workmanship of the Product, or software (even if packaged or sold with the product). Moen recommends that you use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product's performance and may invalidate this Limited Warranty. This Limited Warranty does not cover data loss. This Limited Warranty does not cover Products purchased from unauthorized resellers.

### **(5) DISCLAIMER OF WARRANTIES**

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, MOEN DOES NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING MOEN'S PRODUCT OR ONLINE SERVICES ("SERVICES") OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOEN DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOEN ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

### **(6) LIMITATION OF DAMAGES**

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 MOEN HAS BEEN ADVISED OF THE POSSIBILITY OF LOSS OR DAMAGES - UNLESS YOU PROVE THAT WE CAUSED DAMAGES TO YOU INTENTIONALLY. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL MOEN BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST

DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AMOUNT OF OUR 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 PURCHASER. 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 WE UNDERTOOK MORE EXTENSIVE LIABILITY.

#### **(7) LIMITATION OF LIABILITY**

THE SERVICES PROVIDE YOU INFORMATION (“PRODUCT INFORMATION”) REGARDING YOUR MOEN PRODUCTS OR OTHER PERIPHERALS CONNECTED TO YOUR PRODUCTS (“PRODUCT PERIPHERALS”). THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO YOUR PRODUCT MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, “AS IS,” AND “AS AVAILABLE.” MOEN DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT INFORMATION OR USE OF THE SERVICES OR PRODUCT WILL PROVIDE PROTECTION IN OR TO YOUR HOME. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND MOEN DISCLAIMS RESPONSIBILITY FOR) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, PLUMBING, WI-FI, INTERNET, FIXTURES, ELECTRICITY, WATER, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS, PEOPLE, AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, DATA ALARMS OR PRODUCT. PRODUCT INFORMATION PROVIDED BY THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION OR AS A SUBSTITUTE FOR EMERGENCY SERVICES. FOR EXAMPLE, A NOTIFICATION PROVIDED THROUGH THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND VISIBLE INDICATIONS IN THE HOME AND ON THE PRODUCT.

#### **(8) YOUR RIGHTS AND THIS LIMITED WARRANTY**

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, nation or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces, nations or jurisdictions. 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.

#### **Moen Incorporated**

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