



## 5 Year Commercial Customers Limited Warranty

Models ( M9xxx Actuators, VG1000 & VG7000 Valve Assemblies )

**Limited Warranty:** Johnson Controls, Inc. and its applicable affiliates (the “Seller”) warrants to original purchaser (the “Buyer”) its M9xx Series Actuators, VG1000 and VG7000 Valves Assemblies (the “Goods”), that such Goods will be free from defects in material and workmanship for a period of five (5) years commencing on the date of first purchase by the Buyer, or if such date cannot be established, the date of manufacture (the “Warranty Period”). This Limited Warranty automatically transfers to subsequent owners, but the Warranty Period will not be extended in duration nor will the Limited Warranty be expanded in coverage upon transfer of the Goods from the Buyer to any subsequent owner. If, prior to the expiration of the Warranty Period, the Goods fail to conform to this Limited Warranty and Buyer (or subsequent owner) informs Seller in writing of such nonconformance, then Seller will either (i) repair or replace the defective Goods or (ii) in Seller’s sole and exclusive discretion, refund the amounts that Buyer paid for such defective Goods at time of original purchase. Repair or replacement may be made with new or refurbished Goods or component parts (at Seller’s option) or, if Seller no longer sells the applicable Good, with a similar Good of like function. Buyer (or subsequent owner) shall bear the costs of access, de-installation, re-installation and transportation of the Goods to Seller and back to Buyer (or subsequent owner). Any repair or replacement pursuant to this Limited Warranty shall not extend the Warranty Period.

**Conditions to Limited Warranty:** This Limited Warranty and remedy are expressly conditioned upon: (i) Buyer’s proof of payment of the purchase price in full; and (ii) Buyer (or subsequent owner) giving written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer (or subsequent owner) discovers or ought to have discovered the defect.

**What This Limited Warranty Does Not Cover:** The foregoing Limited Warranty does not apply to (i) consumable Goods (e.g., batteries, and kits); (ii) Goods subjected to misuse, neglect, accident or improper installation; (iii) Goods whose defect has been caused by alteration or repair by anyone except Seller or Seller’s authorized representatives; (iv) normal wear and tear; (v) Goods not manufactured by Seller or bearing its nameplate (“Other Goods”); (vi) any Goods manufactured or customized according to Buyer’s specifications; (vii) Goods that Buyer cannot reasonably evidence have been stored, installed, operated, used or maintained other than in compliance with Seller’s published specifications and instructions; (viii) Goods purchased through other than a Seller authorized channel; and (ix) any software (any such software being warranted under the terms of the end user license agreement included with the Goods or, if none, the terms of the general end user license agreement found at <http://www.johnsoncontrols.com/techterms>). Other Goods may include warranties by other manufacturers, suppliers, or publishers, which Seller shall assign or pass through to Buyer, without recourse to Seller, to the extent allowable by the other manufacturers, suppliers or publishers.

**Disclaimers and Limitations of Liability:** The limited remedies described herein are the sole and exclusive remedy and Seller’s sole responsibility under this Limited Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, SELLER MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS. IN SUCH AN EVENT, SUCH EXCLUSION AND LIMITATION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND THE DURATION OF ANY IMPLIED WARRANTIES WILL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL SELLER, ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, AND LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF, BASED ON, OR RESULTING FROM THIS LIMITED WARRANTY, OR THE USE OF, MISUSE OF, OR INABILITY TO USE THE GOODS, EVEN IF SELLER (AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, AND LICENSORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING DAMAGES INCURRED BY THIRD PARTIES), AND SELLER’S (AND ITS AFFILIATES’ AND ITS AND THEIR OFFICERS’, DIRECTORS’, EMPLOYEES’, AGENTS’, CONTRACTORS’, SUPPLIERS’, AND LICENSORS’) TOTAL CUMULATIVE LIABILITY ARISING OUT OF, BASED ON, OR RESULTING FROM THIS LIMITED WARRANTY OR THE GOODS IS LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE GOODS BY THE BUYER.

**How to Make a Warranty Claim:** Buyer (or a subsequent owner) must notify Seller of any warranty claims and request a Return Material Authorization (“RMA”) by contacting (i) your place of purchase (e.g., Seller’s branch, retailer, distributor or wholesaler) or (ii) Johnson Controls Product Sales Operations using the contact information located at [www.johnsoncontrols.com/buildingswarranty](http://www.johnsoncontrols.com/buildingswarranty). Returned products will only be accepted if the RMA is included with the returned

Goods, and Goods returned without a proper RMA will be returned to the Buyer (or subsequent owner) at Buyer's (or subsequent owner's) expense.