XTBR / XTB-IIR / XTB-232 / XTB-523 Liability Waiver

JV Digital Engineering 396 North Crestline Circle St. George, UT 84790

This Agreement between you (Customer), and JV Digital Engineering specifies certain rights and responsibilities of the parties. You should read it carefully before signing. This document applies to all versions of the XTB, including the XTBR, XTB-IIR, XTB-232, and XTB-523.

The XTB will boost the output of a normal X10 transmitter to increase the reliability of a X10 Home Automation System. The XTB devices, either as a kit or assembled, are not UL approved. The XTBR, XTB-232, and XTB-523 may only be plugged into a 120V household outlet. Only low-wattage X10 command sources such as the TW523 or CM15A should be plugged into the XTBR or XTB-IIR. The XTBR X10 receptacle limit is 24 watts resistive, and should never be exceeded. These devices are designed for household use only.

The XTBR, XTB-IIR, XTB-232, and XTB-523 are available as:

- 1. A printed circuit board with parts included for customer assembly, and
- 2. A printed circuit board with parts included, preassembled by JV Digital Engineering.

Because of the infinite number of household wiring possibilities and different electrical devices used, all possible environments and situations the XTB may be used in cannot be anticipated. In addition, the Customer's level of skill in assembling electronic devices can affect the safety and performance of the XTB. Therefore, Customer agrees to use and/or assemble the XTB at their own risk.

Customer agrees to the following terms:

- 1. IN ORDER TO ASSURE THE SAFE OPERATION OF THE XTB-IIR or XTB-III, YOU MUST CONFIRM THAT THIS DEVICE IS IN CONFORMITY WITH ALL ELECTRICAL CODES IN YOUR AREA. A LICENSED ELECTRICIAN SHOULD PERFORM ANY ELECTRICAL WORK NECESSARY FOR INSTALLATION OF THE XTB-IIR or XTB-III.
- 2. THE XTBR, XTB-III, XTB-232, and XTB-523 ARE SOLD ON AN "AS IS" BASIS. JV DIGITIAL ENGINEERING MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH ITEMS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DO NOT ASSEMBLE THIS DEVICE YOURSELF UNLESS YOU POSSESS THE NECESSARY SKILLS TO DO SO.
- 3. JV Digital Engineering's entire liability and Customer's exclusive remedy for any and all actual damages for any cause whatsoever relating to the XTBR, XTB-III, XTB-III, XTB-232, or XTB-523 shall be limited to the price paid for that device. This limitation shall apply, regardless of the form of action, whether in contract or in tort including negligence.
- 4. In no event shall JV Digital Engineering be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if JV Digital Engineering has been advised of the possibility of such damages. In addition, JV Digital Engineering shall not be liable for any damages claimed by Customer based on any third-party claim. Customer agrees to indemnify JV Digital Engineering for any third-party claims.
- 5. JV Digital Engineering is not liable for any damages caused by performance or nonperformance of the XTBR, XTB-IIR, XTB-III, XTB-232, or XTB-523. In no event shall JV Digital Engineering be liable for any damages caused by Customer's failure to perform Customer's responsibilities.
- 6. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. VENUE FOR THIS AGREEMENT SHALL BE IN WASHINGTON COUNTY, UTAH
- 7. By signing this waiver I knowingly agree to assume any and all potential risk that might result from use and/or assembly of the XTBR, XTB-IIR, XTB-III, XTB-232, or XTB-523. I further acknowledge I understand fully and completely the contents of the waiver and sign under no compulsion.

Signature	Please Print	Date