

XTBR / XTB-IIR / XTB-232 / XTB-523 / LED Shunt 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 and the LED Shunt.

The XTB will boost the output of a normal X10 transmitter to increase the reliability of a X10 Home Automation System. All XTB devices and the LED Shunt are not UL approved. The XTBR, XTB-232, and XTB-523 may only be plugged into a 120V household outlet. The LED Shunt is intended to be wired across a 120V CFL or LED load. Only low-wattage X10 command sources such as the TW523 or Maxi Controller should be plugged into the XTB-IIR. 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, assembled by JV Digital Engineering.

Because of the infinite number of household wiring possibilities and different electrical devices used, all possible environments and situations these devices 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 kits. Therefore, Customer agrees to use and/or assemble these products at their own risk.

Customer agrees to the following terms:

1. IN ORDER TO ASSURE THE SAFE OPERATION OF THE XTB-IIR, 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.
2. THE XTBR, XTB-IIR, XTB-232, XTB-523, and LED Shunt ARE SOLD ON AN "AS IS" BASIS. JV DIGITAL 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-IIR, XTB-232, XTB-523, or LED Shunt 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-232, XTB-523, or LED Shunt. 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-232, XTB-523, or LED Shunt. I further acknowledge I understand fully and completely the contents of the waiver and sign under no compulsion.

Signature

Please Print

Date