

## LIMITED WARRANTY



### Digimerge Digital Video Recorder (DVR) – 5/3/1 Year Limited Hardware Warranty

Updated 06.06.08

**Warranty:** Subject to the exclusions, limitations and exceptions, Digimerge warrants to the initial end-user purchaser that this hardware product is free from manufacturing defects under normal use for a period of three (3) years from the documented date of purchase. Digimerge warrants the security certified Seagate SV35 Series Hard Disc Drive (HDD) for a period of (5) years from the documented date of purchase.

Exceptions to the above warranty are:

- DVR components including, but not limited to, moving parts, motors, fans, removable flash memory. These are warranted for a one (1) year period.
- Data loss – end users are recommended to back up the content of the hard drive on a regular basis.
- Data recovery, consequential damages, incidental damages and costs related to removal and installation of the hard drive are not covered under this warranty and are not part of the repair or exchange process.

**Software & Consumables:** All software, accompanying documentation and consumables (including but not limited to fuses and batteries) provided with or as part of the product are furnished AS IS, and are excluded from warranty coverage. Digimerge is not obligated to provide the end-user with a substitute product during the warranty period or at any time.

**NOTE:** Products are subject to continuous improvement. DIGIMERGE Technologies Inc. and its subsidiaries reserve the right to modify product design, specifications and prices, without notice and without incurring any obligation. Software and firmware are subject to updates from time to time.

For valid warranty claims made during the warranty period, upon proper **proof of purchase** (which is defined as a “valid form of a bill of sale or receipt from an authorized retailer or distributor showing the original date of purchase”), defective products will, at the sole discretion of Digimerge, be repaired or replaced with equal or better product in terms of hardware features without charge if all the conditions set forth in this warranty are met. Any products repaired or replaced within the warranty period, shall be warranted by Digimerge to the initial end-user purchaser for 90 days from the return shipment date, or the remainder of the warranty term, whichever is longer. Repairs are warranted for 90 days outside the original warranty period. Products and parts, at Digimerge’s sole discretion, may be replaced with new or refurbished items, and the products and parts replaced become the property of Digimerge. Product returned to Digimerge must be properly packaged in its original packaging (or packaging providing the product with protection equivalent to the original packaging) and sent, with the postage charges prepaid via a shipping method that provides for tracking of your package, to the address provided at the time the Return Authorization was requested. The customer is responsible for all shipping costs associated with the return of the defective products for warranty service to Digimerge warranty/repair facilities. Products will be returned to the end-user freight prepaid. Digimerge reserves the right to replace the original hard drive with an equivalent one.

**Exclusions and Limitations:** Any of the following will void this warranty:

1. Installation or use of the product other than strictly in accordance with the instructions contained in the product's instruction manual;
2. If the product is subjected to operating conditions (including atmospheric, moisture and humidity conditions) outside of the acceptable conditions specified in the product's instruction manual;
3. If the product is subjected to misuse (not adhering to instructions supplied with the product), negligence, modification (of hardware, firmware or software) or abuse;
4. If the product is subjected to electrical short circuits or transients, accident, fire, flood or Acts of God;
5. Adjustment, maintenance or repair of the product other than in accordance with Digimerge approved procedures; and
6. Use of replacement parts other than those specified by Digimerge.
7. If the products original identification (trademark, serial number, model number) markings have been removed, defaced or altered.

DIGIMERGE MAKES NO CLAIMS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PRODUCT'S ABILITY OR EFFECTIVENESS IN PREVENTING OR REDUCING THE RISK OF, OR DAMAGES RESULTING FROM, LOSS OR THEFT OF PROPERTY OR PERSONAL INJURY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE PURCHASER. DIGIMERGE SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, LOSS OF REVENUE OR PROFITS,

FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR CLAIMS AGAINST THE PURCHASER BY ANY THIRD PERSON, EVEN IF DIGIMERGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No claims or statements regarding the product, whether written or verbal, by salespeople, retailers, dealers or distributors, that are not contained in this limited warranty or in the owner's manual are authorized by Digimerge and do not modify or expand this warranty. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury. To the extent that such restrictions on limitations apply to the products, the above limitations and exclusions may be limited in their application. In that case, when the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty, and if damages may not be limited then the above limitations on damages apply, but only to the greatest extent permitted by local law.

**Warranty and Non-Warranty Service:**

Warranty service can be received by contacting your Digimerge dealer (during the warranty period). The dealer is required to first contact Digimerge Technical Support for assistance. In the event the problem cannot be resolved over the phone or via email, Digimerge will advise to return the product, at customer's expense, for repair or replacement. Upon receipt of the defective product, Digimerge will send a repaired or replacement product at Digimerge's expense to the customer. Dealer should send product to:

**In United States:**

Digimerge Returns  
C/O Russell A. Farrow  
15 Lawrence Bell Drive  
Amherst, NY  
14221

**In Canada:**

Digimerge Technologies Inc.,  
Attention: Repair Department,  
300 Alden Rd,  
Markham, Ontario, Canada,  
L3R 4C1

**Out of warranty service:** Please visit our web site ([www.digimerge.com](http://www.digimerge.com)) for the name and location of the Digimerge authorized service centers.