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Digimerge “Echelon Series” Cameras – 3 year Limited Hardware Warranty

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 in material and workmanship under normal use for a period of three (3) years from the date of purchase.

Warranty Details:

The three (3) year warranty period consists of:

- One (1) year over-the-counter replacement warranty covering parts and labor
- Two (2) additional years of repair depot warranty covering parts and labor with proof of RA issued by Digimerge tech support

Exceptions to the above warranty are:

- Camera components including, but not limited to, moving parts, motors, fans, heaters, camera image sensors, IR Cut Filters, DC iris and lens assemblies are warranted for a one (1) year period
- Pan Tilt Zoom (PTZ) Cameras and related components including electrical slip ring contacts, and pan/tilt/lens motors are warranted for a one (1) year period.

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.

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 document 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. 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 in its original packaging or in packaging which provides 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 RA (Return Authorization) was requested (see “Warranty Service” for explanation of how to obtain an RA). The customer is responsible for all shipping costs associated with the return of the defective products for warranty service to Digimerge warranty/repair depot facilities. Products will be returned to the end-user prepaid.

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.

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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 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 camera, Digimerge will send a repaired or replacement camera 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
250 Royal Crest Court
Markham, Ontario, Canada
L3R 3S1

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