

## **Opticon Hardware Limited Warranty**

### **A. Limited Warranty**

Opticon Inc. ("Opticon") warrants the Opticon hardware you have purchased from Opticon or from an Opticon Authorized Reseller to be free from defects in materials or workmanship under normal use during the warranty period from the date of purchase. Your original purchase invoice (sales receipt), showing the date of purchase of the hardware, is your proof of purchase. If you cannot provide the original purchase invoice (sales receipt), the warranty period will be based on the manufacture date-code shown on the hardware. The warranty period applicable to the hardware is "Two Years Parts and Labor".

This warranty extends only to you, the original Purchaser. Any representation or warranty made by any other person, including distributors, resellers, dealers, employees and representatives of Opticon, which are inconsistent or in conflict with or additive to the terms of this Warranty, shall not be binding on Opticon unless approved in writing by an officer of Opticon. This warranty is not transferable to anyone who subsequently purchases, leases or otherwise obtains the hardware from you.

The warranty does not apply to any expendable or consumable items, such as batteries, supplied with the Product. During the warranty period, Opticon will repair or replace defective hardware with new or factory refurbished parts and products. Products may be serviced or manufactured with parts, components, or subassemblies that originate from returned products and that have been tested as meeting applicable specifications for equivalent new material and Products. All exchanged parts and hardware replaced under this warranty will become the property of Opticon.

In the event the hardware exhibits a defect in material or workmanship within the warranty period, Opticon will provide the warranty services according to the following terms and conditions:

### **B. Warranty Limitation; Exclusions; Exclusive Remedies**

This Limited Warranty does not extend to any hardware not purchased from Opticon or from an Opticon Authorized Reseller. This Limited Warranty also does not extend to any hardware that has been damaged or rendered defective (a) as a result of use of the hardware other than for its normal intended use, failure to use the hardware in accordance with the User Manual which accompanies the hardware, failure to perform operator handling and scheduled maintenance instructions supplied by Opticon, misuse, abuse or negligence to the hardware or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification; (b) by the use of parts or accessories not approved or supplied by Opticon; (c) by modification of the hardware; (d) as a result of service by anyone other than Opticon or Opticon's Authorized Service Provider; (e) improper transportation or packing when returning the hardware to Opticon; or (f) unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, improper storage, water or other liquids, battery leakage, or acts of God.

EXCEPT FOR THE WARRANTIES AND CONDITIONS SET FORTH HEREIN, OPTICON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL OPTICON BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT BASED ON A WARRANTY, ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE OR MAINTENANCE OF THE HARDWARE, EVEN IF OPTICON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT REPAIR, REPLACEMENT OR REFUND, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY BREACH OF THE OPTICON LIMITED WARRANTY SET FORTH HEREIN.

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages for consumer products, and some states or provinces do not allow limitations on how long an implied warranty lasts. In such states and provinces, the exclusions or limitations of this Limited Warranty may not apply to you.

This Limited Warranty gives you specific legal rights. You may also have other rights that vary from state to state. You are advised to consult applicable state or provincial laws for a full determination of your rights.

### **C. Obtaining Mail-In, Return to Service Depot, Warranty Service**

If you purchased Opticon hardware in the continental United States, Canada, Alaska, Hawaii or Puerto Rico, you are entitled to mail-in, return to service depot, repair service during the applicable warranty period subject to the following terms and conditions:

1. Mail-in repair service is available for Opticon hardware purchased and located in the continental United States and Canada and limited areas of Alaska, Hawaii and Puerto Rico.
2. During the warranty period, you must first contact Opticon Customer Service Center prior to obtaining any repair service. Please visit [www.opticonusa.com/support/index.htm](http://www.opticonusa.com/support/index.htm) for contact information.
3. Opticon will attempt to resolve all technical issues over the phone with your assistance. If the problem cannot be resolved, you will be issued a Return Materials Authorization (RMA) Number to be used to identify the hardware that you are authorized to return for service.
4. You must send in the hardware to the Opticon Customer Service Center for mail-in service. You must prepay any shipping charges, export taxes, custom duties and taxes, or any other charges associated with transportation of the hardware. In addition, you are responsible for insuring any hardware shipped or returned. You assume the risk of loss during shipment. Return shipment will be at Opticon's expense. Buyer shall be responsible for return shipment charges for Product returned where Opticon determines there is no defect ("No Defect Found"), or for Product returned that Opticon determines is not eligible for warranty repair. Opticon is not responsible for any damage to or loss of any software programs, data or removable data storage media, or the restoration or reinstallation of any software programs or data other than the software, if any, installed by Opticon during manufacture of the Product.
5. Use the original shipping and packing materials and include a description of the hardware problem. The Return Materials Authorization (RMA) Number must be placed on the exterior shipping container.
6. A Root Cause Analysis (RCA) for Failure Analysis (FA) is NOT covered under this Limited Opticon Warranty for any product or module device. An RCA or FA is considered an additional engineering service and is subject to quotation and receipt of a Purchase Order from the customer before work can be performed.

### **D. Technical Support**

Please visit our support website at <http://www.opticonusa.com/support/index.htm> for information on receiving Opticon technical support.

*Note: All terms and conditions subject to change without notice.*