

EverFocus Electronics Corp. -- LIMITED WARRANTY

**NOTE: All warranty policy listed on this page is valid for product(s) shipping from EverFocus Electronics Corp. USA subsidiary to the United States and Canada region only.**

EverFocus Electronics Corporation ("EverFocus") will repair or replace, at no charge to the purchaser, any merchandise found to be defective in material or workmanship, for the following period of time, from the date of shipment from EverFocus:

**Warranty Period (Parts and Labor)**

DVRs - 3 years

Fixed Cameras - 3 years / <sup>1</sup> 5 years

Infrared Cameras - 3 years

PTZ Cameras - 1 year

Quads & Processors - 3 years

Hard Drives - 3 years

Monitors - 2 years (1 year for EN200/220)

Lenses And Accessories - 1 year

All products sent back to EverFocus require a pre-approved Return Merchandise Authorization (RMA) number. Shipments without an RMA number marked clearly on the outer packaging will be refused. For warranty repairs, Purchaser will return the defective Product, freight prepaid to EverFocus. The product to be repaired is to be returned in either its original carton or a similar package affording an equal degree of protection. EverFocus will return the repaired Product freight prepaid to Purchaser via ground shipping. After the applicable warranty period, Purchaser must pay all labor and/or parts charges.

**1. Over the Counter (OTC) Exchanges:** Authorized EverFocus distributors may offer an OTC exchange for any defective product for a period of 180 days from shipment from the factory. Distributors must make exchange from in-stock items. No rush orders will be approved for OTC exchanges.

**2. Credit:** An RMA number is required for all credit returns. Full credit will be issued for items purchased within 90 days if in original condition and packaging. Items returned after 90 days from purchase date will incur a 25% restock fee. All returns will be evaluated upon return and additional fees may be charged based on the condition of products. Freight costs are not included in any credit issued. One Stock rotation credit per year will be allowed, but will require a pre-order for \$1.25 for every \$1.00 to be returned.

**3. Notification of Claims:** Warranty Service: If Purchaser believes that the Product is defective in material or workmanship, then written notice with an explanation of the claim shall be given promptly by Purchaser to EverFocus. All claims for warranty must be made within the warranty period. If after investigation EverFocus determines that the reported problem was not covered by the warranty, Purchaser shall pay EverFocus the cost of the investigating the problem at its then prevailing per incident billable rate. No repair or replacement of any Product or part thereof shall extend the warranty period as to the entire Product.

**4. Exceptions to Limited Warranty:** EverFocus shall have no liability or obligation to Purchaser with respect to any Product requiring service during the warranty period which is subjected to any of the following: abuse, improper use; negligence, accident, modification, failure of the end-user to follow the operation procedures outlined in the user's manual, failure of the end-user to follow the maintenance procedures in the service manual for the Product where a schedule is specified for replacement or maintenance or cleaning of certain parts (based on usage) and the end-user has failed to follow such schedule; attempted repair by non-qualified personnel; operation of the Product outside of the published environmental and electrical parameters, or if such Product's original identification (trademark, serial number) markings have been defaced, altered, or removed. EverFocus excludes used Products which have not been sold by EverFocus to the Purchaser. EverFocus also excludes from warranty coverage Products located outside of the United States and Puerto Rico, and consumable items such as fuses and batteries.

**5. Proof of Purchase:** The Purchaser's dated bill of sale must be retained to establish warranty eligibility. Warranty period will be determined based on product serial number.

**Disclaimer of Warranty**

*Except for the foregoing warranties, EverFocus hereby disclaims and excludes all other warranties, express or implied, including, but not limited to any and/or all implied warranties of merchantability, fitness for a particular purpose and/or any warranty with regard to any claim of infringement that may be provided in section 2-312(3) of the uniform commercial code and/or in any other comparable STTE statute. EverFocus hereby disclaims any representations or warranty that the product is compatible with any combination of non-EverFocus product's purchaser may choose to connect to the product.*

**Limitation on Liability**

*The liability of EverFocus, if any, and purchaser's sole and exclusive remedy for damages for any claim of any kind whatsoever, regardless of the legal theory and whether arising in tort or contract, shall not be greater than the actual purchase price of the product with respect to which such claim is made. In no event shall EverFocus be liable to purchaser for any special, indirect, incidental, or consequential damages or labor costs of any kind including, but not limited to, compensation, reimbursement or damages on account of the loss of present or prospective profits or for any other reason whatsoever.*

<sup>1</sup> *New Extended Camera Warranty -- effective on the cameras listed when purchased on or after January 1, 2008. When purchased on or after January 1st, 2008 the following cameras has a new extended 5 warranty: ED100, ED200, ED300, ED350, EFD300, EPD200, EHD150, EHD300, EHD350, EHD525, EHD650, EQ200, EQ250, EQ350, EQ550, EQ600, EI350, EZ180, EZ350.*