



1. WARRANTY

- 1.1. **LIMITED WARRANTY:** DVTEL WARRANTS TO CUSTOMER (I) FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF PRODUCT SHIPMENT FROM DVTEL, THE DVTEL SOFTWARE AND ANALYTICS PRODUCTS (IOIMAGE HARDWARE) SHALL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH ITS DOCUMENTATION, (II) FOR A PERIOD OF TWENTY FOUR (24) MONTHS FROM THE DATE OF PRODUCT SHIPMENT FROM DVTEL, THE DVTEL HARDWARE (EXCEPT ITEMS (III) & (IV)) SHALL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE THEN-CURRENT DVTEL PUBLISHED SPECIFICATIONS,(III) FOR A PERIOD OF THIRTY SIX (36) MONTHS FROM THE DATE OF PRODUCT SHIPMENT FROM DVTEL, THE DVTEL ENCODER OR DECODER SHALL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE THEN-CURRENT DVTEL PUBLISHED SPECIFICATIONS, AND (IV) FOR A TIME PERIOD WHICH RUNS BACK TO BACK WITH THE MANUFACTURER WARRANTY, DVTEL WILL WARRANT OFF-THE-SHELF PRODUCTS MANUFACTURED BY A THIRD PARTY AND SOLD BY DVTEL IN ACCORDANCE WITH THE TERMS OF SUCH MANUFACTURER WARRANTY. DVTEL'S SOLE OBLIGATION TO CUSTOMER UNDER EACH OF THESE LIMITED WARRANTIES SHALL BE TO REPAIR OR REPLACE WITH THE SAME, SIMILAR OR BETTER NEW OR REFURBISHED ITEM(S), AT DVTEL'S DISCRETION. THE FOREGOING ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE FOREGOING WARRANTIES. THIS LIMITED WARRANTY IS NOT TRANSFERABLE BY CUSTOMER.
- 1.2. THIS LIMITED WARRANTY DOES NOT APPLY TO ITEMS THAT ARE DEFECTIVE DUE TO UNAUTHORIZED OR IMPROPER INSTALLATION, ALTERATION OR REPAIR BY CUSTOMER OR ANY OTHER PARTY WITHOUT DVTEL'S WRITTEN AUTHORIZATION, OR THE RESULT OF MISUSE, ABUSE, NEGLIGENCE, MISAPPLICATION OR EXCESSIVE PHYSICAL OR ELECTRICAL STRESS, OR DUE TO COSMETIC DAMAGES, OR DUE TO DAMAGES BY ANY OTHER CAUSES NOT RELATED TO DEFECTIVE DESIGN, WORKMANSHIP AND/OR MATERIAL, OR TO CUSTOMER'S FAILURE TO COMPLY WITH THE FOLLOWING DIRECTIONS FOR USE:
- IF THE PRODUCT IS TO BE USED OUTDOORS OR IN DUSTY, HUMID, OR OTHER HOSTILE ENVIRONMENT, IT MUST BE SUITABLY PROTECTED.
 - FURTHER, CAMERA PRODUCTS SPECIFICALLY, MUST BE PROTECTED, WHETHER IN USE OR NOT, TO EXPOSURE TO DIRECT SUNLIGHT OR HALOGEN LIGHT – WHICH MAY DAMAGE THE CAMERA IMAGE SENSOR. THIS APPLIES TO BOTH INDOOR AND OUTDOOR USE OF THE CAMERAS.
 - THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAW OF THE STATE OF NEW JERSEY.
 - THIS LIMITED WARRANTY MAY BE SUBJECT TO DVTEL'S CHANGE AT ANY TIME WITHOUT PRIOR NOTICE.
 - THIS LIMITED WARRANTY IS SUBJECT TO THE CUSTOMER'S COMPLIANCE WITH DVTEL'S RMA POLICY.
- 1.3. **WARRANTY RETURNS:** ALL ITEMS RETURNED UNDER THE LIMITED WARRANTY IN SECTION 1.1 SHALL BE RETURNED BY CUSTOMER TO DVTEL FOB CUSTOMER'S SHIPPING LOCATION, RETURN SHIPPING CHARGES PREPAID. NO WARRANTY RETURNS SHALL BE MADE WITHOUT CUSTOMER FIRST OBTAINING A RETURN MATERIAL AUTHORIZATION (RMA) NUMBER FROM DVTEL. ITEMS RETURNED TO DVTEL WITHOUT RMA NUMBERS SHALL BE RETURNED TO CUSTOMER UNOPENED, AT CUSTOMER'S RISK AND EXPENSE. WHEN REQUESTING AN RMA FROM DVTEL, CUSTOMER SHOULD HAVE THE FOLLOWING INFORMATION AVAILABLE: (I) MODEL NUMBER AND SERIAL NUMBER FOR EACH UNIT OF



THE ITEM TO BE RETURNED, (II) APPLICABLE DVTEL INVOICE NUMBER AND DATE; (III) REASON FOR RETURN AND SYMPTOMS OF WARRANTY PROBLEM, AND (IV) CONTACT INFORMATION FOR CUSTOMER. THE RMA NUMBER SHALL BE MARKED ON THE OUTSIDE OF THE SHIPPING PACKAGE, AND ALL RETURNED ITEMS SHALL BE PACKAGED BY CUSTOMER TO THE BEST COMMERCIAL STANDARD FOR SOFTWARE OR ELECTRONIC EQUIPMENT. DVTEL SHALL PAY SHIPPING CHARGES FOR DELIVERY OF REPAIRED OR REPLACED ITEMS WITHIN THE CONTIGUOUS UNITED STATES, PROVIDED THAT IF DVTEL REASONABLY DEEMS THAT THE RETURNED ITEMS ARE NOT SUBJECT TO THIS LIMITED WARRANTY, CUSTOMER SHALL PAY ALL RETURN FREIGHT CHARGES.

- 1.4. EXCLUSIVE WARRANTY: THE WARRANTIES CONTAINED IN THIS SECTION , ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ARISING BY A COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION DOES NOT LIMIT, AND IS WITHOUT PREJUDICE TO, THE PROVISIONS OF THE SECTION BELOW.

2. LIMITATION OF LIABILITY

EXCEPT FOR THE EXPRESS WARRANTIES AND UNDERTAKINGS SET FORTH IN THIS AGREEMENT, DVTEL DISCLAIMS ALL WARRANTIES RESPECTING THE PRODUCTS AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT.

IN NO EVENT SHALL DVTEL BE LIABLE FOR, AND YOU HEREBY WAIVE, ANY INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO THE USE OR PERFORMANCE OF THE PRODUCT OR ANY COMPONENTS THEREOF, HOWEVER CAUSED, EVEN IF DVTEL HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

IN NO EVENT SHALL DVTEL'S LIABILITY, INCLUDING WITHOUT LIMITATION, DVTEL'S OBLIGATION OF INDEMNIFICATION UNDER THE SECTION ABOVE, EXCEED (i) IN THE AGGREGATE THE CONSIDERATION PAID UNDER THIS AGREEMENT IN THE ONE (1) YEAR PRIOR TO ANY SUCH CLAIM, ACTION OR SUIT CREATING THE LIABILITY OR EXCEED IN RESPECT OF ANY INDIVIDUAL PRODUCT, OR (ii) THE PURCHASE PRICE PAID FOR SUCH PRODUCT.