

# LIMITED WARRANTY

Long-Term Peace of Mind

## Warranty Coverage

The following shall govern all orders for Products by Purchaser and sales of Products by Illumivision Incorporated, 7224-50th Street, Edmonton, AB, Canada to Purchaser. Illumivision Incorporated shall be referred to herein as the Manufacturer. The terms herein may be updated by Manufacturer from time to time. Products family shall be referred to herein as Products. Ordering Products from Manufacturer constitutes acceptance of the terms set forth herein, as such terms may be updated. Any different, conflicting or additional terms in any purchase order or other writing from Purchaser or in any order acknowledgment or other writing from Manufacturer shall be of no force or effect unless acknowledged and executed by an officer of Manufacturer.

Manufacturer warranty obligations for Products are limited to the terms set forth below: Manufacturer warrants Products against defects in materials and workmanship for a period of one (1) year from the date of original purchase ("Warranty Period").

Manufacturer warranty does not cover damage caused by any form of misuse or improper installation procedures including (but not limited to): improper wiring, improper electrical connections or voltages, or any other use not in accordance with user guides/manuals or specifications of the product.

If a defect arises and Manufacturer receives a valid claim within the Manufacturer Warranty Period, a shipping and handling charge will apply to any repair or exchange of the product undertaken by Manufacturer. All Warranty work must be done at the factory and will not be dealt with in the field.

Manufacturer warrants replacement Products or parts provided under this warranty against defects in materials and workmanship from the date of the replacement or repair for ninety (90) days or for the remaining portion of the original product's warranty, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Manufacturer property.

## Exclusions and Limitations

This Limited Warranty applies only to the Products manufactured by or for Manufacturer that can be identified by Manufacturer trade name, or logo affixed to it. This Limited Warranty does not apply to any non-Manufacturer hardware product or any software, even if packaged or sold with the Products. In addition, the Limited Warranty for Manufacturer Products is void if used in conjunction with

non-Manufacturer hardware products or products that are not covered under Manufacturer's Intertek ETL 3116187 listing. Non-Manufacturer manufacturers, suppliers, or publishers may provide a separate warranty for their own products packaged with the Products.

Software distributed by Manufacturer under the Manufacturer brand name is not covered under this Limited Warranty.

Manufacturer is not liable for any damage to or loss of any programs, data, or other information stored on any media contained within the products or any non-Manufacturer product or part not covered by this warranty. Recovery or reinstallation of data or other show information is not covered under this Limited Warranty unless data or other show information was written by Manufacturer.

Manufacturer is not liable for any charges related to installation or the removal of Products. Clients or distributors cannot justify a direct or indirect claim without the express written permission of Manufacturer inc..

This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-Manufacturer products; (b) to damage caused by service performed by anyone other than Manufacturer or SMARTVISION; (c) to a product or a part that has been modified without the written permission of Manufacturer; (d) to damage caused by accidents, misuse or errors in installation; or (e) if any Manufacturer serial number has been removed or defaced.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. MANUFACTURER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF MANUFACTURER CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE WARRANTY PERIOD. No Manufacturer reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MANUFACTURER IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING ANY COSTS OF RECOVERING OR REPRODUCING

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ANY PROGRAM OR DATA STORED IN OR USED WITH THE PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. MANUFACTURER SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

FOR CONSUMERS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, MANUFACTURER LIABILITY IS LIMITED, AT ITS SOLE OPTION TO REPLACEMENT OR REPAIR OF THE PRODUCT OR SUPPLY OF THE REPAIR SERVICE AGAIN.

### **Obtaining Warranty Service**

Please seek Manufacturer help resources at 1-888-705-1028 before seeking warranty service. If the product is still not functioning properly after making use of these resources, contact an Manufacturer representative at 1-888-705-1028 for instructions on how to obtain warranty service.

Note: Before you deliver your product for warranty service it is your responsibility to backup all data, including all software programs. You will be responsible for reinstalling all data. Data recovery is not included in the warranty service and Manufacturer is not responsible for data that may be lost or damaged during transit or a repair.

The contents of this document are subject to change without notice at the discretion of Manufacturer.