



### **3 YEAR LIMITED PRODUCT WARRANTY**

#### **Aimetis R-Series Network Video Recorder**

##### **Warranty Coverage**

Aimetis warrants the original purchaser (the distributor) that the Aimetis Product will be free from defects in design, workmanship and materials under substantiated normal use for a period of three (3) years from the date of the original purchase ("Warranty Period"). This Warranty also applies for accessories such as mounting brackets, if included with the Aimetis Product on the date of the original purchase.

The original purchaser shall without undue delay notify Aimetis of any defect which appears in the Aimetis Product in accordance with Aimetis' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt, substantiating the purchase and the date thereof, must be presented for Aimetis within the Warranty Period to obtain warranty service. The sole remedy of the original purchaser and Aimetis' sole and exclusive liability shall be limited to, at Aimetis' sole discretion, either repair of the Aimetis Product using new or refurbished replacement parts, or replacement of the product. Repaired products or replacement products will be warranted under the terms set forth herein for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is replaced, all products or parts thereof that are replaced shall become the property of Aimetis. This Warranty is applicable in all countries and may be enforced by contacting Aimetis Support. For more information please visit our web site [www.aimetis.com/support](http://www.aimetis.com/support).

##### **Exclusions and Limitations**

This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the Aimetis Products, and does specifically not apply if the product has had the model or serial number altered, defaced or removed, or to defects attributable to (i) modifications to or alterations of the products by any party other than Aimetis, (ii) faulty maintenance, incorrect installation or faulty repair by any party other than Aimetis, (iii) use of the products for a purpose for which they were not designed or intended, (iv) normal wear and tear or deterioration, or (v) misuse, abuse, negligence or accidents.

The Warranty does not apply to Aimetis Products that have been purchased "as is" or where Aimetis, the seller or the liquidator expressly has disclaimed their warranty obligation pertaining to the product. Furthermore, the Warranty only applies to Aimetis Products purchased from an authorized distributor/reseller.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN THE ORIGINAL PURCHASER AND AIMETIS WITH RESPECT TO THE AIMETIS PRODUCTS AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIMETIS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES AS SET FORTH HEREIN. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE, AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY OR TO THE MINIMUM EXTENT REQUIRED BY MANDATORY LAW, NEITHER AIMETIS NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES INCLUDING LOSS OF DATA, LOSS OF PROFIT, REVENUE OR PRODUCTION, INTEREST ON INVESTMENTS, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. AIMETIS' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

##### **Applicable Law**

- This Warranty is governed by and construed under the laws of Canada.
- This Warranty may be subject to Aimetis' change at any time without prior notice.