

Megapixel ("Megapixel") warrants its Products against defects in material or workmanship, as follows:

<b>A. Labor</b>	For a period of two (2) years from the date of purchase, Megapixel will, at no charge, repair this Product if determined by Megapixel to be defective. After the warranty period, the Purchaser must pay all labor charges.
<b>B. Parts</b>	For a period of two (2) years from the date of purchase, Megapixel will, at no charge, supply new or rebuilt replacements for parts determined by Megapixel to be defective. After the warranty period, the Purchaser must pay all parts charges.
<b>C. Territory</b>	Warranty coverage is valid only in countries where this product is officially sold and distributed by our company or authorized retailers. This includes, but is not limited to, the United States (excluding territories) and extends to other international markets where we have a presence.

During the warranty period, to repair the Product, Purchaser will either return the defective Product, freight and any related customs duties or taxes prepaid, or deliver it to a service facility authorized by Megapixel. The Product to be repaired is to be returned in either its original carton or a similar package affording an equal degree of protection. Megapixel will return the repaired Product freight prepaid to Purchaser. All freight costs and related customs duties or taxes associated with replacement of warranty parts after expiration of the original labor warranty period are the responsibility of the Purchaser. Megapixel is not obligated to provide Purchaser with a substitute unit during the warranty period or at any time. For an additional fee, Megapixel field service and support at the Purchaser's location is available to Purchaser at Megapixel's prevailing per incident billable rates for such service subject to availability.

The limited warranty stated in this document is subject to all the following terms and conditions.

### TERMS AND CONDITIONS

- 1. 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 to Megapixel via the contact information provided below within fifteen (15) business days of discovery of the defect. All claims for warranty service must be made within the warranty period. If, after investigation, Megapixel determines that the reported problem was not covered by the warranty, Purchaser shall pay Megapixel for the cost of 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. The specific warranty on the repaired part only shall be in effect for a period of ninety (90) days following the repair or replacement of that part or the remaining period of the Product parts warranty, whichever is longer.
- 2. EXCLUSIVE REMEDY:** Purchaser's exclusive remedy and Megapixel's sole obligation is to supply (or pay for) all labor necessary to repair any Product found to be defective within the warranty period and to supply, at no extra charge, new or rebuilt replacements for defective parts. If repair or replacement fails to remedy the defect or if a repair or replacement is not commercially reasonable, then, and only in such event, shall Megapixel refund to Purchaser the purchase price for such Product. Purchaser's failure to make a claim as provided in paragraph 1 above or continued use of the Product shall constitute an unqualified acceptance of such Product and a waiver by Purchaser of all claims thereto.
- 3. EXCEPTIONS TO LIMITED WARRANTY:** Megapixel 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: normal wear and tear, mishandling, misuse, abuse, improper use; negligence, accident, modification, failure of the end-user to follow the operating 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 regular replacement or maintenance or cleaning of certain parts (based on usage) and the end-user has failed to follow such schedule; attempted repair, modification, overhaul, or refurbishment by personnel without Megapixel's written authorization or contrary to Megapixel's written specifications; failure to mitigate damage; failure to give Megapixel an opportunity to remedy; installation of product by someone other than Megapixel or Megapixel's authorized representative; improper storage, installation, operation, or maintenance; damage due to smoke exposure (cigarette or otherwise); operation of the Product outside of the published environmental and electrical parameters; if such Product's original markings (trademark, brand identification, serial number) have been defaced, altered, or removed; or any condition not directly caused by defective materials or workmanship or any cause beyond Megapixel's reasonable control. Megapixel excludes from warranty coverage Products sold AS IS and/or WITH ALL FAULTS and excludes used Products which have not been sold by Megapixel to the Purchaser. Megapixel also excludes from warranty coverage consumable items such as fuses and batteries.
- 4. PURCHASER DATA:** Purchaser shall be solely responsible for maintaining backup data necessary to replace Purchaser data lost or damaged from any cause.

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**5. PROOF OF PURCHASE:** The Purchaser's dated bill of sale or registration of the Product must be retained as evidence of the date of purchase and to establish warranty eligibility.

**6. NO ASSIGNMENT:** Megapixel's warranties pass solely to Purchaser and cannot be assigned to any third party without the prior written approval of Megapixel.

### **7. DISCLAIMER OF WARRANTY**

EXCEPT FOR THE FOREGOING WARRANTIES, MEGAPIXEL 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 STATE STATUTE. MEGAPIXEL HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTY THAT THE PRODUCT IS COMPATIBLE WITH ANY COMBINATION OF NON-MEGAPIXEL PRODUCTS PURCHASER MAY CHOOSE TO CONNECT TO THE PRODUCT. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS LIMITED PRODUCT WARRANTY, THE PRODUCTS AND SERVICES ARE PROVIDED ON A STRICTLY "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, AND MEGAPIXEL EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR PARTICULAR PURPOSE, AND QUALITY OR PERFORMANCE. MEGAPIXEL MAKES NO WARRANTY FOR ANY PARTS OR OTHER SUPPLIES PROVIDED TO MEGAPIXEL BY PURCHASER, WHETHER OR NOT THEY ARE INCORPORATED INTO PRODUCTS OR FOR ANY DESIGNS STIPULATED OR SPECIFIED BY PURCHASER. PRODUCTS SUPPLIED BY MEGAPIXEL WHICH ARE DESIGNED OR MANUFACTURED BY A THIRD PARTY ARE SUBJECT STRICTLY TO THE THIRD PARTY'S EXPRESS WARRANTY FOR THOSE PRODUCTS, AND MEGAPIXEL MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE FOR SUCH PRODUCTS, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE, INCLUDING SOFTWARE SUPPORT AND MAINTENANCE SERVICES, ARE PROVIDED ON AN "AS IS" BASIS. NO WARRANTY IS MADE: (I) REGARDING THE RESULTS OF USAGE OF THE SERVICES AND SOFTWARE; OR (II) THAT THE FUNCTIONALITY OF THE SERVICES AND SOFTWARE WILL MEET THE REQUIREMENTS OF PURCHASER; OR (III) THAT THE SERVICES AND SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, INCLUDING THE REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. IN THE CASE OF PRODUCTS OTHER THAN THOSE OF MEGAPIXEL'S OWN MANUFACTURE, MEGAPIXEL MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THESE PRODUCTS ARE SUITABLE FOR ITS PURPOSES. NO COURSE OF DEALING AND NO PRODUCT DESCRIPTION SHALL BE DEEMED A WARRANTY OF ANY PRODUCTS DELIVERABLE BY MEGAPIXEL. Correction of nonconformities, in the manner and time period provided in this limited warranty, shall constitute fulfillment of all liabilities of Megapixel to Purchaser with respect to, or arising out of the failure, or malfunction of the goods, prior to, or in use, whether based on contract, negligence, strict liability, or otherwise.

### **8. LIMITATION OF LIABILITY**

THE TOTAL, AGGREGATE LIABILITY OF MEGAPIXEL, 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 LESSER OF (I) MEGAPIXEL MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP) FOR THE PRODUCT OR SERVICE WITH RESPECT TO WHICH SUCH CLAIM IS MADE AND (II) THE AMOUNT PAID BY PURCHASER FOR THE PRODUCT OR SERVICE WITH WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL MEGAPIXEL BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF WHETHER OR NOT MEGAPIXEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, SUCH AS, BUT NOT LIMITED TO, LOSS OF USE, DAMAGE TO, OR LOSS OF TANGIBLE PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASE OR REPLACEMENT OF GOODS, OR CLAIMS BY PURCHASER, OR ITS END-USER FOR SERVICE INTERRUPTIONS, WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY.

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