

Warranty & RMA

Document Purpose and Scope: This document sets forth the return and repair policy applicable to the products that are purchased from the authorized customers of E Logix IT Inc. ("E Logix IT"). We only accept RMA requests from authorized customer.

Amending this Policy: E Logix IT reserves the right to either amend or cancel this RMA Policy, in part or its entirety, at any time and with or without notice.

E Logix IT's Responsibility: E Logix IT's sole responsibility hereunder is limited to repairing or replacing any defective products returned by authorized customer within the US.

Limited Hardware Warranty, Return & Exchange Policies, and RMA Process

Limited Hardware Warranty

E Logix IT Inc. ("<u>E Logix IT</u>") warrants to the original purchaser, but only if the original purchaser is a U.S.- or Canada-based E Logix IT-authorized Customer ("<u>Customer</u>"), that any new E Logix IT branded hardware product ("<u>Product</u>") purchased directly from E Logix IT will be free from defects in material and workmanship, when given normal, intended, and proper usage, for the applicable Standard Warranty Period set forth in the table below.

All warranty periods begin on the date of product purchase by Customer to the dealer, systems integrator, reseller, or other third-party customer of Customer ('<u>Dealer</u>"), or the dealer's designee. To the extent the Product is resold by Customer directly to a Dealer that is a participant in E Logix IT's support program, the Warranty Period will apply to that Product in lieu of the Standard Warranty Period.

Product Line or Category ¹	Standard Warranty Period	E Logix Extended Warranty Period
Recorder (Excludes HDD Drives)	2 Year Repair (W/O Charge)	Monthly Support Package
HDD Drives	3 Year Repair (W/O Charge)	Monthly Support Package
Cameras, PTZ Cameras & Thermal Cameras	2 Year Repair (W/O Charge)	Monthly Support Package
Camera Accessories (Excluding Power Supply)	2 Year Repair (W/O Charge)	Monthly Support Package
Network Appliance part of installed surveillance		
system	2 Year Repair (W/O Charge)	Monthly Support Package
Power Supply	2 Year Repair (W/O Charge)	Monthly Support Package
Monitors	1 Year Repair (W/O Charge)	Monthly Support Package

- 1. Standard Warranty Periods and Extended Warranty Periods do not apply to moving parts, belts, motors, fans, wiper blades, or removable flash memory in any Product. The applicable warranty period for these items is one (1) year.
- 2. Limited Lifetime Warranty as two years after end of sale date.

<u>Process</u>. To obtain warranty service, Distributor must provide to E Logix IT within the applicable warranty period (a) a valid form of bill of sale or receipt substantiating the fact and date of sale to Dealer, and (b) shipping documentation or records to substantiate the date of shipment to Dealer (or its designee). Distributor must promptly notify E Logix IT of any known warranty claims and cooperate in any claim investigation. Distributor must initiate all warranty claims using E Logix IT's the RMA process set out below.



Repair or Replacement. During the applicable warranty period, E Logix IT will, in its sole discretion, either (a) repair the defective Product using new or refurbished parts, or (b) provide a same-model replacement (or if discontinued and unavailable, a materially equivalent or better model). This is E Logix IT's sole and exclusive liability under this Limited Hardware Warranty, and Distributor's sole remedy. Repaired and replacement Products will be warranted under the terms of this Limited Hardware Warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment to Dealer (or its designee), whichever is longer. Any replaced product or part becomes E Logix IT's property.

Exclusions. This Limited Hardware Warranty is contingent upon proper warehousing, shipment, and normal use of the Product, and will not apply if (a) the original Product identification markings (trademark, serial number, or model number) have been altered, defaced, or removed; (b) the Product has been modified or altered other than by E Logix IT; (c) the Product was installed other than in strict accordance with the user manual instructions other than by E Logix IT; (d) the Product was subject to faulty repair or maintenance other than by E Logix IT; (e) the Product was used for a purpose for which it was not designed or intended; (f) the Product was subjected to misuse, abuse, or negligence; (g) the Product was subjected to operating conditions (e.g., atmospheric, moisture, or humidity) outside of acceptable conditions specified in the user manual; (h) the Product was subjected to electrical short circuits or transients, accident, fire, flood, or other acts of God; or (i) the Product was purchased by Distributor from a person or entity other than E Logix IT. This Limited Hardware Warranty does not apply to demonstration Products and certain incentive- or specially priced Products, all of which are sold or provided by E Logix IT "AS IS" without any warranty. This Limited Hardware Warranty does not include, and E Logix IT does not provide, any data recovery services. E LOGIX IT STRONGLY RECOMMENDS THAT DEALERS OR END USERS BACK UP PRODUCT DATA PRIOR TO SUBMITTING ANY PRODUCT FOR WARRANTY SERVICE, AND DISTRIBUTOR IS RESPONSIBLE FOR COMMUNCATING THIS RECOMMENDATION TO DEALERS AND END USERS.

<u>Non-Transferable</u>. This Limited Hardware Warranty is specific to the Distributor and may not be transferred or assigned. Any attempted transfer or assignment will be null and void and will not be recognized by E Logix IT.

<u>No Software or Consumables Warranty</u>. This Limited Hardware Warranty does not extend to firmware or software accompanying, included with, or embedded in the Products ("<u>Software</u>") or consumables, including, without limitation, fuses and batteries. ALL SOFTWARE AND CONSUMABLES ARE PROVIDED "AS IS." E LOGIX IT DOES NOT GUARANTEE THAT ANY SOFTWARE WILL BE ERROR-FREE OR FUNCTION WITHOUT INTERRUPTION.

<u>Disclaimers</u>. This limited hardware warranty is in lieu of any other warranty, whether express or implied, written or oral, including, but not limited to, any implied warranty of merchantability or fitness for a particular use or purpose, or arising from a course of dealing, usage, or trade practice. Without limiting the preceding sentence, e logix it makes no claims, and disclaims all warranties and conditions, whether express or implied, written or oral, with respect to any product's ability or effectiveness in preventing or reducing the risk of, or damages resulting from, property damage or loss, theft, personal injury, or death.

<u>Limitation of Liability</u>. NEITHER E LOGIX IT NOR ITS AFFILIATES WILL BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE, OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE DAMAGES, LOSS OF REVENUE OR PRODUCTION, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT OR SERVICES, DOWNTIME COSTS, CUSTOMER CLAIMS, PROPERTY DAMAGE, THEFT, PERSONAL INJURY, OR DEATH, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STATUTE, STRICT LIABILITY, OR OTHERWISE, EVEN IF REASONABLY FORESEEABLE OR IF E LOGIX IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE TOTAL AGGREGATE LIABILITY OF E LOGIX IT AND ITS AFFILIATES FOR ALL CLAIMS UNDER THIS LIMITED HARDWARE WARRANTY IS LIMITED TO THE PRICE PAID BY DISTRIBUTOR FOR THE RELEVANT PRODUCT.



THE PRECEDING LIMITATIONS AND EXCLUSIONS WERE AN ESSENTIAL CONDITION IN SETTING PRODUCT PRICE. Some jurisdictions do not allow exclusion or limitation of implied warranties, limitation of incidental or consequential damages for certain consumer products, or limitation of liability for personal injury. To the extent such restrictions apply, the above limitations and exclusions will be applied to the maximum extent permitted by applicable law.

RMA Return Process

Step 1: Obtaining an RMA Number

Before Distributor submits a Product to E Logix IT for service or repair, Distributor must obtain an RMA number. Distributor may obtain an RMA number one of two ways:

- Distributor may visit http://elogix-it.com/ and fill out the online RMA Request Form. Distributor will need login credentials to access the website. If Distributor does not have login credentials, Distributor should contact its E Logix IT sales representative. Once the online RMA Request Form is submitted, an RMA number will be automatically generated.
- 2. Distributor may alternatively send an email to usa@E Logix ITtech.com and request a copy of the RMA Request Form. Distributor must complete the form and return it via email to rma.usa@E Logix ITtech.com to receive an RMA number (typically within one business day).

Please note that E Logix IT may require additional information in order to process certain returns. Also note that RMA numbers expire ninety (90) days after issuance. If an RMA number has expired, a new RMA number will need to be obtained.

Step 2: Shipping Back the Product

After obtaining an RMA number, Distributor will need to ship back the Product to E Logix IT. Any Product returned to E Logix IT must be properly packaged in its original packaging (or packaging providing the Product with protection equivalent to the original packaging) and sent via a reputable courier with package tracking services to the address communicated to Distributor in the RMA process. The RMA number must be clearly marked on the outside of the return shipment package. If the return shipment contains multiple packages, the RMA number must be clearly marked on the outside of each package. Distributor will be responsible for all shipping and handling costs for Product shipments to E Logix IT under any of the above warranties or return/exchange policies.

Step 3: Relax

Distributor will be notified of E Logix IT's receipt of the Product, and E Logix IT will provide Distributor with regular status updates as to the repair progress. After repairs are completed, E Logix IT will ship the Product (or, as applicable, a replacement) back to Distributor. E Logix IT will be responsible for all shipping and handling costs for any shipments of repaired or replacement in-warranty Products to Distributor (or its designee). E Logix IT will provide Distributor with the shipment date and any tracking numbers. In certain situations a repair may not be possible, in which case Distributor will be promptly notified and provided with alternative options.

Out-of-Warranty Products

E Logix IT provides limited repair services for out-of-warranty and warranty-ineligible Products. Distributor may ship any such Product to E Logix IT and request a non-binding estimate for the cost of repair. Repair services will only be commenced upon Distributor's authorization. If Distributor declines repair or does not provide authorization within fifteen (15) days from the date E Logix IT provides the estimate, E Logix IT will return ship the Product to Distributor, at Distributor's expense. Distributor will be responsible for the actual cost of any authorized repair, including, without limitation, labor, components, and testing. Distributor will also be responsible for all applicable taxes and in- and outbound shipping and handling expenses. E Logix IT will suspend repair work and notify Distributor if E Logix IT determines that the actual repair cost will materially exceed the estimate, and in such case, repair work shall only resume upon Distributor's authorization.