



Hardware Warranty Statement

Salient Systems Corporation (“Salient”) hereinafter referred to as “Company” warrants this Video Management System, hereinafter referred to as the “Product”, excluding items such as software, installation media, and related documentation, will be free from defects in material/workmanship for a period of three years from the date of invoice. Any terms printed on the invoice supersede terms in this document.

WHO IS COVERED:

This product warranty is issued to the original purchaser or the person receiving the product as a gift against defects in materials and workmanship as based on the date of the original invoice (“Warranty Period”) from an authorized reseller. The original sales receipt showing the product name and the invoice date from an authorized reseller is considered such proof. This warranty is not transferable. Title to products passes from Salient to you upon shipment.

WHAT IS COVERED:

This warranty covers new products if a defect in material or workmanship occurs and a valid claim is received within the Warranty Period. At its option the company will either (1) repair the product at no charge, using new or refurbished replacement parts, or (2) exchange the product with a new or refurbished product at Salient’s option. To obtain warranty service, the system or components must be brought to Salient or shipped prepaid.

The system warranty period is not extended as a result of purchasing any additional products from us or upgrading your computer system. Newly purchased components may have longer warranties individually. Replacement parts are warranted for the remainder of the original warranty or thirty days, whichever is longer.

The customer is allowed to open and examine the computer system without voiding the warranty on the system in its original configuration. Salient does not warrant customer installed items under the system warranty. If the installed items were purchased from Salient, they may be warranted individually. This warranty does not cover labor or materials needed to diagnose, repair or configure any item that was not part of the original system purchase.

WHO TO CONTACT: For assistance on any warranty related item, please call the general phone line at 512-617-4800.

WHAT IS NOT COVERED:

- Damage during shipment other than original shipment to purchaser;
- Damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
- Damage caused by a disaster such as fire, flood, wind, earthquake, or lightning;
- Defects caused by failure to provide a suitable installation environment for the hardware system;
- Damage from improper maintenance;
- Damage caused by any other abuse, misuse, mishandling, or misapplication;
- Damage caused by any Customer installed components, peripherals or other hardware not listed on the original invoice.

Salient’s liability for failure to repair the hardware system to conform to the warranty after a reasonable number of attempts will be limited to a replacement of the hardware system or, at Salient’s option, a refund not to exceed the current purchase price of the Product. These remedies are the Purchaser’s exclusive remedies for breach of warranty.

Under no circumstances shall Salient be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of the use of the hardware system or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, purchaser’s time, claims of third parties, and injury to property.

Disclaimer of Warranties: The warranty stated above is the only warranty applicable to this product. All other warranties express or implied (including all implied warranties of merchantability or fitness for a particular purpose), are hereby disclaimed. No oral or written information or advice given by Salient, its agents or employees shall create a warranty or in any way increase the scope of this warranty.