WARRANTY POLICY

GeoVision, Inc. ("GeoVision") provides types of Limited Warranties for Hardware Products Only (hereinafter called "Product(s)"). Please see **Limited Warranty Table** (https://www.geovision.com.tw/warranty_table.php) for detailed information. Please be noticed that GeoVision only provides warranties to Hardware Products, which are listed in Limited Warranty Table, for terms of Limited Warranties.

The aforementioned Products **DO NOT COVER/EXCLUDE ALL SOFTWARE**, **F/W (FIRMWARE) AND PACKAGED ACCESSORIES**. Products will be free from defects in materials/workmanship during the terms of these Limited Warranties ("Limited Warranties") from the date of purchase. These Limited Warranties parts and labor warranty of GeoVision are applicable to Products purchased via authorized distribution and sales channels.

If a defect arises and a valid claim is received by GeoVision within Limited Warranties Period, at its option, GeoVision will (1) repair the Product at no charge, using new or refurbished replacement parts, or (2) exchange the Product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Products.

GeoVision warrants replacement parts or repairs for thirty (30) days from the date of GeoVision shipment or for the remainder of Limited Warranties Period, whichever provides longer coverage for you. When a Product or part is exchanged, any replacement item becomes your property and the replaced item becomes GeoVision's property.

It is customer's sole responsibility and requirement to prove these Products are under warranty (by submitting your sales invoice and bar code), otherwise GeoVision will determine these Products' warranty periods at its option. GeoVision reserves the right, at its sole discretion and any time, to modify and adjust the scope and content of Products and the warranty without prior notice, however, any modification and adjustment thereafter will not affect or interrupt any rights belonging to the Products you purchased already.

GeoVision may adjust/change any product specifications or services offered on official website, at any time, without notice. The materials on official website with respect to products and services may be out of date, End of Life (EOL) or End of Sales (EOS) and GeoVision makes neither commitment nor obligation to update the materials on official website with respect to such products and services including but not limited to fixing security vulnerabilities and other bugs.

LIMITATIONS OF WARRANTIES

Limited Warranties apply only to Products manufactured by or for GeoVision that can be identified by the "GeoVision" trademark, trade name, or logo affixed to them. Limited Warranties do not apply to any non-GeoVision products including counterfeited products. GeoVision is not liable for any damage to or loss of any profit, programs, data, labor cost, or other information stored on any media, device, or any non-GeoVision products or part not covered by these warranties. Recovery and reinstallation of system and application software and user data are not covered under Limited Warranties. Limited Warranties do not apply if:

- 1. Products have been subjected to abnormal use, improper storage, unauthorized modifications, unauthorized repair, misuse, neglect, abuse, accident, alternation, removal of any stickers or labels on the hardware, fail or improper hardware/software maintenance by Distributors, System Integrators, Installers or End-users, improper hardware/software installations including fail to comply install note of user manual in part or in whole, or other acts that are not the faults of GeoVision, including damage caused by shipping;
- 2. Products have been damaged from exposure under circumstances which is over weatherproof specification of the product, an Act of God, or improper use of any electrical source, or the connection to other products not recommended for interconnection by GeoVision;
- 3. Products have defects or damage caused due to computer virus attack, hack, internet or technical issues;
- 4. Products serial number have been removed, defaced or altered;
- 5. Products have been sold by an unauthorized distributor or retailer;
- 6. The GeoVision system case has been opened;
- 7. Products have been interoperated with any non-GeoVision products which GeoVision does not approve the compatibility.

DISCLAIMER OF WARRANTIES

EXCEPT AS SPECIFIED IN THESE WARRANTIES, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY

DISCLAIMED BY GEOVISION. TO THE EXTENT IMPLIED WARRANTIES CANNOT BE EXCLUDED, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE EXPRESS WARRANTIES PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMERS SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

GEOVISION MAKES NO WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY GUARANTEES, WITH RESPECT TO ALL SOFTWARE, F/W (FIRMWARE), ACCESSORIES PACKAGED LISTED IN LIMITED WARRANTY NON-GEOVISION PRODUCTS OR THEIR INTEROPERATION WITH THE PRODUCTS AND DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COMPATIBILITY, FITNESS FOR A PARTICULAR USE. OR INTEROPERATION BETWEEN PRODUCTS AND NON-GEOVISION PRODUCTS. GEOVISION SHALL NOT BE LIABLE FOR INCLUDING BUT NOT LIMITED TO ANY DATA LOST, LOSS AND DAMAGE, DISTRIBUTORS, SYSTEM INTEGRATORS, INSTALLERS OR END-USERS REPONSIBILITIES/COSTS, LABOR/EMPLOYEE COST, DIRECT OR INDIRECT, FOR ANY INTEROPERATION BETWEEN THE PRODUCTS AND NON-GEOVISION PRODUCTS.

LIMITATION OF LIABILITY

REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL GEOVISION OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, LABOR/EMPLOYEE COST, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE GEOVISION PRODUCTS OR OTHERWISE AND EVEN IF GEOVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GEOVISION'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR OTHERWISE, EXCEED THE PRICE PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCTS, THE PRICE PAID FOR SUCH OTHER PRODUCTS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO

EVENT SHALL GEOVISION'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT OF TWO HUNDRED DOLLARS (U.S. \$200.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH HEREIN WILL APPLY REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY OTHER PRODUCTS OR SERVICE DELIVERED BY GEOVISION. CUSTOMER ACKNOWLEDGES AND AGREES THAT GEOVISION HAS SET ITS PRICES IN RELIANCE UPON THE DISCLAIMERS OF WARRANTIES AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THESE WARRANTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TAIWAN, REPUBLIC OF CHINA AND UNITED STATE, WITHOUT REFERENCE TO OR APPLICATION OF CHOICE OF LAW RULES OR PRINCIPLES. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY. IF ANY PORTION HEREOF IS FOUND TO BE VOID OR UNENFORCEABLE. THE REMAINING PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

FOR AUSTRALIA ONLY:

Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. Please visit www.accc.gov.au for more information. GeoVision Inc. 9F, No.246, Sec.1, Neihu Rd., Neihu District Taipei 114, Taiwan R.O.C.

Tel:886-2-8797-8376 E-mail: support@geovision.com.tw

OPEN SOURCE SOFTWARE LICENSES DISCLOSURE:

Please refer to open source software licenses via the download page at official website (https://www.geovision.com.tw/download/product/) for detailed information or send E-mail for query.

GeoVision Inc. Warranty Policy last updated on 1ST December, 2023.