



## 5 YEAR LIMITED HARDWARE WARRANTY

### Warranty Coverage

Spectrum warrants the original purchaser (the distributor or direct integrator) that the **Spectrum hardware** will be free from defects in design, workmanship and materials under substantiated normal use for a period of five (5) years from the date of shipment from an Spectrum's Configurations-and Logistics Center to , subject to the exclusions and limitations set out below. This Warranty is only applicable to the Spectrum hardware and accessories included with the Spectrum Hardware on the date of the original purchase (hereinafter jointly referred to as "Spectrum Hardware").

The original purchaser shall without undue delay notify Spectrum of any defect that appears in the Spectrum Hardware in accordance with Spectrum's RMA handling. Failure to notify Spectrum of said defect shall mean that the original purchaser loses the right to have the defect remedied. A valid form of bill of sale or receipt, substantiating the purchase and the date thereof, must be presented to Spectrum within the warranty period to obtain warranty service. The sole remedy of the original purchaser and Spectrum's sole and exclusive liability shall be limited to, at Spectrum's sole discretion, either repair of the Hardware using new or refurbished replacement parts, or replacement of the Spectrum Hardware. Repaired Spectrum Hardware or replacement hardware 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 the Spectrum Hardware or part thereof is replaced, all products or parts thereof that are replaced shall become the property of Spectrum. This Warranty is applicable in all countries and may be enforced by contacting Spectrum Support. For more information, please visit [www.spectrumcamera.com/warranty](http://www.spectrumcamera.com/warranty).

### Exclusions and Limitations

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

This Warranty does not apply to Spectrum Hardware that was purchased "as is" or where Spectrum, the seller or the liquidator expressly has disclaimed their warranty obligation pertaining to the product. Also, the Warranty only applies to Spectrum Hardware purchased from an authorized distributor/reseller. Furthermore, this Warranty only applies if and to the extent that it is not in conflict with applicable export control regulations, sanctions or embargo's.

Notwithstanding anything to the contrary herein, the warranty period, i.e., the period of time under which the Spectrum Hardware is covered by this Warranty, shall be three (3) years instead of five (5) years from the date of shipment from an Spectrum's Configurations-and Logistics Center to the original purchaser for the following Spectrum Hardware:

- Spectrum Hardware, or part of an Spectrum Hardware, with a three (3) year warranty period according to the applicable technical data sheet or information on the product page for the respective Spectrum Hardware (the product documentation is available at <https://www.spectrumcamera.com>; and
- Spectrum Hardware shipped out from an Spectrum's Configurations- and Logistics Center after the discontinuation date for such Spectrum Hardware as communicated by Spectrum in the product discontinuation statement or removal from the website and price list, regardless of if the five (5) year warranty period applied for such Spectrum Hardware prior to discontinuation date.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN THE ORIGINAL PURCHASER AND SPECTRUM WITH RESPECT TO THE SPECTRUM HARDWARE AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPECTRUM 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 PERIODS 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 SPECTRUM 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. SPECTRUM' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE SPECTRUM HARDWARE. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

### Applicable Law and applicability

- This Warranty is governed by and construed under the laws of Texas without regard to its conflicts of laws provisions.
- This Warranty is only applicable to Spectrum Hardware shipped out from an Spectrum's Configurations and Logistics Centers from February 1<sup>st</sup>, 2022.
- This Warranty may be subject to Spectrum' change at any time without prior notice.