

## **Limited Warranty**

## FLIR Fixed and Motorized Pan Tilt Thermal Security Cameras

The limited warranty set forth below is given by FLIR Systems, Inc. and its affiliates (collectively, "FLIR") with respect to the qualifying FLIR Fixed and Motorized Pan Tilt Thermal Security Cameras listed below (a "Qualified Product" or "Product"), for the period described below. This Limited Warranty ("Warranty") applies to Qualified Products purchased after January 1, 2016. Products purchased prior to this date shall have warranty coverage effective as of the time of purchase.

Qualified Products	Standard Limited Warranty Period
Fixed Cameras: F-Series, F-Series ID, FC-Series S, FC-Series R, FC-Series ID, FC-Series O, FB-Series ID, FB-Series O, DH-390, FR-345-EST, FH-Series ID, FH-Series R	3 years on components and 10 years on the uncooled sensor
Radar: R-Series Radar	3 years on components
Motorized Pan Tilt Cameras: PT-Series, PT-Series HD, D-Series, DM-Series, DX-Series	2 years on components and 10 years on the uncooled sensor
Specialty Cameras: A310PT, A310F Calibrations not covered under warranty	2 years on components and 10 years on the uncooled sensor
Cooled Cameras: PT-602CZ HD	2 years on components and the cooled sensor

This Warranty is provided only to the original end-user purchaser of the Qualified Product from FLIR ("Purchaser").

1. Standard Limited Warranty. FLIR warrants to the Purchaser that, from the date of delivery of the Product to the Purchaser and for the Standard Limited Warranty Period described above for the applicable Product, the Product will conform in all material respects to its Specifications at the time of sale and be free from material defects under proper use and service in accordance with the Specifications. "Specifications" means the specifications delivered to Purchaser with or in the Product and/or published on FLIR's website for the applicable version of the Product. Purchaser agrees that Specifications and other warranty information may be supplied only in the English language, unless otherwise required by local law without the possibility of contractual waiver or limitation. This limited warranty extends only to Purchaser and is not transferable to any other party and any transfer made in violation of this provision shall be void. The warranty applies only to the unmodified portion of the Product. Purchaser is responsible for the results obtained from the use of the Product. Purchaser's sole remedy, and FLIR's sole liability, for any breach of the foregoing warranty shall be to replace or repair any part or parts and/or Products which were delivered in breach of the foregoing warranty.

Qualified Product that is repaired or replaced under this Standard Limited Warranty is covered for the longer of one hundred eighty (180) days from the date of return shipment by FLIR, or the remaining duration of the applicable Warranty Period.

- 2. Warranty Exclusions and Disclaimers. FLIR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PURCHASER HAS NOTIFIED FLIR OF ITS INTENDED USE FOR THE PRODUCTS) OR NON-INFRINGEMENT. FLIR FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF THE PRODUCTS WHERE THE ALLEGED NONCONFORMITY IS DUE TO
  - a) NORMAL WEAR AND TEAR,
  - b) ALTERATION, MODIFICATION, REPAIR, OR ATTEMPTED REPAIR BY PURCHASER OR A THIRD PARTY,
  - c) IMPROPER USE, STORAGE OR MAINTENANCE,
  - d) NEGLECT, ABUSE, OR FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS,
  - e) DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE),
  - f) VARIABLES OUTSIDE THE CONTROL OF FLIR, OR
  - g) ANY OTHER IMPROPER CARE OR HANDING OF THE PRODUCTS CAUSED BY ANYONE OTHER THAN FLIR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO PURCHASER. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED ABOVE. PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. "Variables" include operator skills, non-FLIR equipment used with the Products, and environmental and climatic conditions.



- 3. Warranty Return, Repair and Replacement. To be eligible for Warranty repair or replacement, Purchaser must:
  - a) Notify FLIR within thirty (30) days of discovering of any apparent defect in materials or workmanship or failure to conform to the published specifications; and
  - b) Obtain a returned material authorization ("RMA") number from FLIR.

Notifications and requests are to be submitted at <a href="https://customer.flir.com">https://customer.flir.com</a>. Purchaser is solely responsible for complying with all RMA instructions provided by FLIR including but not limited to adequately packaging the Qualified Product for shipment to FLIR and for all packaging and shipping costs. FLIR will pay shipping charges associated with the return to Purchaser of Products that are repaired or replaced under warranty.

FLIR reserves the right to determine, in its sole discretion, whether a returned Qualified Product is covered under Warranty. If FLIR determines that any returned Qualified Product is not covered under Warranty, FLIR may charge Purchaser a reasonable handling fee to return the Qualified Product to Purchaser, at Purchaser's expense, or offer Purchaser the option of handling the Qualified Product as a non-warranty return. FLIR shall not be responsible for any data, images or other information that may be stored on the returned Qualified Product. It is Purchaser's responsibility to save all data, images or other information prior to returning the Qualified Product for Warranty service.

**4. Non-Warranty Return**. Purchaser may request that FLIR evaluate and service or repair a Qualified Product not covered under Warranty, which FLIR may agree to do in its sole discretion. Before Purchaser returns a Product for non-warranty evaluation and repair, Purchaser must contact FLIR by visiting <a href="https://customer.flir.com">https://customer.flir.com</a> to request an evaluation and obtain an RMA. Purchaser is solely responsible for complying with all RMA instructions provided by FLIR including but not limited to adequately packaging the Qualified Product for shipment to FLIR and for all packaging and shipping costs. Upon receipt of an authorized non-warranty return, FLIR will evaluate the Qualified Product and contact Purchaser regarding the feasibility of and the costs and fees associated with Purchaser's request. Purchaser shall be responsible for the reasonable cost of FLIR's evaluation, for the cost of any repairs or services authorized by Purchaser, and for the cost of repackaging and returning the Qualified Product to Purchaser.

Any non-warranty repair of a Qualified Product is warranted for one hundred eighty days (180) days from the date of return shipment by FLIR to be free from defects in materials and workmanship only, subject to all of the limitations, exclusions and disclaimers in this Limited Warranty.

5. DISCLAIMER OF LIABILITY. FLIR SHALL NOT BE LIABLE FOR LOSS OF REVENUES OR PROFITS, EXPENSE FOR SUBSTITUTE SERVICE OR PRODUCTS, STORAGE CHARGES, LOSS OR CORRUPTION OF DATA, IMAGES OR OTHER INFORMATION STORED ON THE QUALIFIED PRODUCT, LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, DAMAGE CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE QUALIFIED PRODUCT, OR ANY OTHER SPECIAL, INCIDENTAL CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, EVEN IF FLIR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. FLIR'S MAXIMUM LIABILITY FOR ANY CLAIM RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE QUALIFIED PRODUCT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE QUALIFIED PRODUCT.