

## VIVOTEK USA PRODUCT WARRANTY AND REPLACEMENT/RETURN GUIDELINE

Effective: Jan. 1<sup>st</sup> 2015

Revision 1.1

Coverage: US territory and Canada

VIVOTEK USA will only accept and process replacement requests from authorized VIVOTEK USA distributors, resellers and system integrators, for return request will only accept and process from authorized distributors, pursuant to these procedures and guidelines. All end users must return the product to the distributor from whom they purchased the product. End user may only contact our support lines or email through escalation or for a distributor look up.

VIVOTEK USA reserves the right to revise, amend, terminate or rescind its warranty and replacement/return guidelines and procedures at any time, and without prior notice to distributors or end users.

VIVOTEK USA will provide free technical support for all products beyond the warranty, up to the time that the lifecycle of the product is phased out.

To process a request for a replacement, distributors must first obtain a corresponding Replacement Material Authorization ("RMA") number from VIVOTEK USA, by contacting: Technical Support Team by phone or email and providing the product serial number and the description of the product malfunctioning or replacement reason. To process a request for a return, distributors must first obtain a corresponding Return Material Authorization ("RMA") number from VIVOTEK USA, by contacting: Technical Support Team and or VIVOTEK Inside sales Team by phone or email and providing the product serial number and the description of the product malfunctioning or return reason. The RMA number is valid for a period of thirty days from the date issued. VIVOTEK USA will not accept any returns or freight collect returns unless accompanied by a valid RMA number, and all unauthorized freight collect returns will result in the return of the entire shipment, even if a portion of it has a valid RMA number, to the distributor, at the distributor's sole cost.

Distributors shall ship the product, together with a valid RMA number to VIVOTEK USA, at distributor's sole cost and expense. Protecting the value of returned products by packaging and shipping them correctly is the sender's responsibility. VIVOTEK USA reserves the right to deny warranty coverage for any damage caused by improper packaging.

Distributors may check the status of pending replacements or returns only by contacting VIVOTEK USA and referencing the valid RMA number.

VIVOTEK USA reserves the right to inspect and test all products before issuing replacements or credits and to elect, in VIVOTEK USA's sole discretion, whether process an RMA or reject the RMA. VIVOTEK USA will use best efforts to notify the distributor in the event it rejects an RMA due to product be Out of Warranty, Voided warranty or in case of replacements if they are no longer available. VIVOTEK USA will use best efforts to process all the RMA requests promptly upon acceptance of the shipment to its office.

### 1. Replacement Guideline

#### 1.1. VIVOTEK USA Warranty Policy

VIVOTEK USA warrants that all products (and accessories, including mounting parts and power supply) will be shipped free from defects in materials and workmanship, and in good, working condition for the pre-established warranty time frame on each product from the date of purchase by the distributor.

Any of the following events shall void the foregoing warranty: (i) the serial number is altered, defaced or removed, (ii) the product is returned without its housing, complete cables or accessories, (iii) any damage or defect, cosmetic or

otherwise, caused by abuse, misuse, neglect, use or installation in violation of VIVOTEK USA instructions, (iv) the unauthorized use, repair or replacement of parts by any party other than VIVOTEK USA, or, (v) damages due to improper installation.

This warranty only extends to the product itself, and expressly excludes any consequential, incidental or any other monetary damages.

### 1.2. VIVOTEK USA Replacement Procedure

Upon receipt, VIVOTEK USA will test the product for those issues complained by the authorized distributor, resellers and system integrators.

- 1.2.1. If the product is determined by VIVOTEK USA, in VIVOTEK USA's sole discretion, to be defective, VIVOTEK USA will, in VIVOTEK USA's sole discretion, elect to either replace the product or repair the product.
- 1.2.2. No warranty extension or new warranty will be given for replacement products or repaired products.
- 1.2.3. If an exact replacement model is not available, a similar replacement unit will be issued with a value equal to or less than the price paid at the time of purchase of the original unit, as evidenced by a purchase order.
- 1.2.4. Unless DOA, all replacements are issued from VIVOTEK USA Refurbished stock.
- 1.2.5. No exchanges will be issued for items received by VIVOTEK USA after 30 days based on RMA date.
- 1.2.6. All RMA shipments made by VIVOTEK USA will be made via Ground service, unless expedited terms are specified and paid for by distributor.
- 1.2.7. Unless otherwise notified by VIVOTEK USA, RMA orders will be replaced or repaired and return within 3 business days from shipment arrival to VIVOTEK USA office. Shipping transit time is not included.
- 1.2.8. At VIVOTEK USA sole discretion, we will issue store credit to the customer instead of replacing or repairing the products when VIVOTEK USA's sole discretion determine that replace or repair a product is not an option.
- 1.2.9. For Non Defect Found (NDF) cases, VIVOTEK USA may test a unit longer than 3 business days and customers will be notified.
- 1.2.10. For Products out of Warranty: VIVOTEK USA will follow the same procedure as with under warranty products. However, the customer will be obligated to pay up to 50 percent of MSRP price for the replacement, plus \$25 inspection/testing fee. Out of Warranty replacement units will be covered under warranty for 90 days from the date VIVOTEK USA ships to the customer

### 1.3 Dead on Arrival (DOA) Products

VIVOTEK USA shall replace all products that fail to operate upon arrival ("Dead on Arrival" products) with brand new replacement products, if all of the following apply:

- 1.3.1 The replacement request is made within sixty (60) days of distributor's purchase, as evidenced by the VIVOTEK USA invoice to distributor, or within thirty (30) days of end user's purchase, as evidenced by the end user's proof of purchase provided by distributor; and,
- 1.3.2 The product, and all accessories and mounting parts, is returned new and unused condition, with all original packaging.

VIVOTEK USA reserves the right to inspect and test all products before replacing brand new units for any DOA products. Based on the inspection and/or testing result, VIVOTEK USA has the right to reject the replacement if product is not defective and/or doesn't compile with this policy. VIVOTEK USA will notify the customer about the evaluation result once the inspection and testing process conclude.

VIVOTEK USA strongly recommends end users test all products prior to installation.

## 2 RETURN GUIDELINE

### 2.1 Return Policy for Unused/ Brand New Products

VIVOTEK USA will accept returns of new, unused products, and issue a credit to authorized distributors for the return of such new products and software, if all of the following apply:

- 2.1.1 The product, all accessories and mounting parts are returned with all original packaging in new, un-opened, unused and re-sellable condition.
- 2.1.2 All return requests are made within sixty (60) days of distributor's purchase, as evidenced by the VIVOTEK USA invoice to distributor, or within thirty (30) days of end user's purchase, as evidenced by the end user's proof of purchase provided by distributor;
- 2.1.3 The product, at the time of purchase, was not subject to special notification by VIVOTEK USA, such as EOL, Clearance, Special Orders, Final Sale, Non-returnable or customized products.
- 2.1.4 Failure to return the original packaging with the DOA product shall subject distributor to a restocking fee of twenty percent (20%) of the original purchase price.
- 2.1.5 VIVOTEK USA will, in VIVOTEK USA's sole discretion, elect to either issue a credit, reject the return and/ or assess a restocking fee.

Distributors will be informed of the return request resolution after inspection by VIVOTEK USA.

### 2.2 Return Policy for Dead-On-Arrival (DOA) Products

- 2.2.1 Product must be complete with original packaging.
- 2.2.2 Accessories and mounting parts must with original packaging, all included accessories and in saleable condition.
- 2.2.3 **Without** the original packaging upon arrival, a restock fee up to 20 percent of the purchase price will be applied. The customer will be informed of these fees after testing and complete inspection by VIVOTEK USA.

VIVOTEK USA reserves the right to inspect and test all products before issuing credit for any DOA products. Based on the inspection and/or testing result, VIVOTEK USA has the right to reject the return, or to apply any restocking fee if the product is Not defective and/or doesn't compile with this policy. VIVOTEK USA will notify the customer about the evaluation result once the inspection and testing process conclude.

### 2.3 Software Return

- 2.3.1 For Software returns, packaging must be in good and unopened condition.
- 2.3.2 VIVOTEK USA will not approve returns for software once the packaging has been damaged or opened. There is NO exception to it.

### 2.4 Packaging

Protecting the value of returned products by packaging and shipping them correctly is the sender's responsibility. VIVOTEK USA reserves the right to deny, reject returns or apply a restock fee for any damage caused by improper packaging.