

Audax Warranty

Key Warranty Statement and Summary

A Manufacturer's Warranty is included with all Audax BWV Systems, and generally provides a level of cover for a period of 12 months from the date that the goods are despatched from Audax's premises. Should the device(s) fail within the warranty period because of a manufacturer fault, then the item will be replaced. This does not include device batteries, though these are covered under a separate 6 month Return to Base Guarantee.

You are covered for the costs associated with repairing and/or replacing the device owing to a component failure or manufacturing defect.

Specifically:

- This cover extends to all component parts of the Audax BWV System, including the Docking Stations.
- The cover extends to the Lithium-Ion battery for only 6 months, but Damage to the Lithium-Ion battery arising from over-charging is not covered. A battery charge from "empty" to full takes 4 hours. Leaving a camera on charge for longer periods will, over a period of time, cause damage.
- Our batteries are manufactured to cope with the normal demands that will be placed upon them.
- Where it is not possible to replace the device at the same specification level to that purchased you will be offered a free upgrade to a device of a higher specification.

You will not be covered under this warranty in the following circumstances:

- Damage or failure arising from deliberate/accidental misuse and/or treatment.
- Damage to the Lithium-Ion battery arising from over-charging. A battery charge from "empty" to full takes 4 hours. Leaving a camera on charge for longer periods will, over a period of time, cause damage
- Any actual or attempted opening of the device casing, and or interference with internal components.
- Any actual or attempted manipulation, reverse-engineering of the device firmware or internal associated software or code.
- Any courtesy/loan devices for the period, whilst your claim is being dealt with.
- Costs associated with postage to return items for warranty claim to Audax Global Solutions Limited
- You make any modifications to the Products or their packaging;
- You alter, removal or attempted removal or tampering with any Trade Marks, numbers, or other means of identification used on or in relation to the Products;
- You use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of the Manufacturer;

This warranty shall not apply to any product or item subjected to misuse, including static discharge or failure by the user to follow User Guide instructions, product modification, ordinary wear and tear, negligence, or improper use/operation.

This warranty is also voided if the Camera is found to have an altered or tampered with serial number or if access or attempted access to the internal memory is suspected.

If it is found that units are being repaired because of damage relating to the user, Audax reserve the right to invoice for relevant charges for repair / carriage etc.

Audax advise the Buyer to test any Goods before applying them to or using them in connection with any other products. The Buyer is strongly recommended to obtain appropriate training about the operation, use, maintenance and security of the Goods. Audax shall have no liability in respect to any problems that arise with the Goods in circumstances where the Buyer did not test the Goods and/or obtain recommended training and the problem(s) which arose could have been resolved had training been given.

The Terms of your Warranty.

Audax warrants to the purchaser of this product ("You" or "Your") that for a period of one (1) year from the date of shipment of this product (the "Warranty Period") that this product will conform in all material respects to the applicable Audax specification and will be free from material defects in design, material and workmanship. This warranty is subject to the following terms and conditions:

1. For these purposes, 'product' excludes:

- Any software;
- Consumable parts (being those designated as such by Audax from time to time); and
- Any accessories or 'add on' parts.

2. If during the Warranty Period this product proves to be defective under normal service and use then You should return this product to Audax or the dealer from whom it was originally purchased. Audax or its appointed maintenance company shall, at its sole discretion shall repair or replace the product (or the defective part) provided that, if Audax so requests, You shall return the product to Audax.

3. This warranty is specifically limited to You. No guarantee or warranty of any kind is made to any other person, whether subsequent purchaser or user, or to any bailee, licensee, assignee, employee, agent or otherwise.

4. This warranty is given on a worldwide basis (excluding USA & Canada).

5. This warranty does not affect your statutory rights or your rights against Audax or the dealer from whom the product was originally purchased. If any provision or part of this warranty shall be held to be void or invalid but would be valid if part of their wording were deleted or its extent or effect

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reduced in extent or modified in any way, then such provision or part shall be amended to apply with such deletion modification or reduction in extent or effect as may be necessary to make it valid or effective.

6. THIS REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AND SETS OUT AUDAX'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY.

7. OTHER THAN AS STATED IN THIS WARRANTY, AUDAX MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THIS PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FOR ALL NON-US CUSTOMERS, THE TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979 IN ENGLAND & WALES (OR ANY LEGISLATION OR RULE OF LAW IN OTHER JURISDICTIONS WHICH ARE ANALAGOUS OR SIMILAR TO THAT ACT) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM ANY AGREEMENT INCORPORATING THESE TERMS.

8. Further Warranty Conditions:

8.1 Repair or replacement under the terms of this warranty may be fulfilled by Audax by providing functionally equivalent or superior replacement product. The Buyer recognises that variation may occur with components used in the manufacture of Technology Products from one batch to another and Audax shall not be liable for any such variation.

8.2 The warranty is not applicable in cases other than defects in design, material and workmanship.

8.3 This warranty does not apply:

(a) to consumable parts, such as batteries or protective coatings that will by their nature degrade over time, unless failure has occurred due to a defect in materials or workmanship; and

(b) to cosmetic damage, including but not limited to scratches and dents, unless failure has occurred due to a defect in materials or workmanship.

8.4 The warranty does not cover:

(a) periodic checks, maintenance and repair/replacement of parts due to wear and tear resulting from normal use;

(b) any adaptations or modifications of a product necessary for country specific technical or safety standards or specifications, or any other costs to adjust the product as a result of any specifications which have changed since the delivery of the product; and

(c) any damage resulting from the fact that a product is not conforming to country specific standards or specifications in another country than the country of purchase.

8.5 Warranty repairs must be carried out by Audax or a Audax-authorized maintenance company.

8.6 Repair or replacement under the terms of this warranty does not give rise to an extension or a new starting of the warranty period. If Audax repairs or replaces the product then the repaired or replaced product shall be warranted for the remaining length of the original Warranty Period.

8.7 The above warranty is only valid if:

(a) The product is returned to Audax or the dealer from whom it was originally purchased along with a written description of the fault within thirty (30) days of the time when You discover or ought to have discovered the defect and in any event prior to the end of the Warranty Period;

(b) Audax is given a reasonable opportunity to examine the product and You (if requested to do so by Audax) return the product to Audax's place of business for the examination to take place there;

(c) You provide Audax or the dealer from whom it was originally purchased with valid proof of purchase; and

(d) Audax or its appointed maintenance company reasonably verifies Your claim that the product is defective.

8.8 The above warranty shall not be valid if:

(a) You failed to follow Audax's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product;

(b) You alter or repair such product without the prior written consent of Audax;

(c) Seals to the internal enclosures of the product are broken or show evidence of tampering;

(d) Model or serial number labels or marks have been altered, deleted, removed or made illegible;

(e) Repairs of the product are made or attempted by a non-authorized person;

(f) The product is returned to Audax in inadequate packaging and damage results; or

(g) The product differs from the applicable Audax specification as a result of changes made to ensure the product complies with applicable statutory or regulatory requirements.

8.9 Audax gives no warranty, express or implied, regarding the suitability of the Goods for the purpose for which Buyer has chosen them. Audax advise the Buyer to test any Goods before applying them to or using them in connection with any other products. If the Goods are equipment that the Buyer is going to use, the Buyer is strongly advised to obtain proper training about the operation, use, maintenance and security of the Goods. Audax shall have no liability in respect of any problems that arise with the Goods in circumstances were the Buyer did not test the Goods and/or obtain proper training and the problem(s) which arose could have been resolved had training been given.

8.10 The above warranty shall not be valid if the defect arises as a result of:

(a) Any improper use of the product or use outside the normal application of the product;

(b) The use of the product in conjunction with accessories not provided by Audax;

(c) The use of the product with or connection to third party media or device management systems not specifically approved in writing for this purpose by Audax;

(d) Audax (us) following any direction, drawing, design or specification supplied by You;

(e) Overcharging of batteries or charging of batteries by other than a Audax-approved battery charger;

(f) Spillage of food or liquid, exposure to moisture, dampness, extreme thermal or environmental conditions or rapid changes in these conditions;

(g) Fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or damage, negligence, or abnormal storage or working conditions; or

(h) Accidents, Acts of God or any cause beyond the reasonable control of Audax, including by not limited to lightning, water, fire, public disturbances and improper environmental conditions.

8.11 During repair your Product will be subject to a factory reset. Audax shall not be liable for any damage to or loss of data during repair of Your Product.

8.12 Audax is subject to the applicable data protection laws and regulations in each country in which Audax operates (collectively the "Data Protection Laws"). For the purposes of this clause 'Personal Data' shall mean personal information which Audax collects from or is transferred to Audax by You in

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connection with providing the warranty set out herein. Personal Data will be processed by Audax in a manner consistent with its Privacy Policy – available at <https://www.Audaxuk.com> and/or in a manner consistent with the terms and conditions applicable to any support service provided in connection with this warranty. Audax receives any Personal Data from You on the understanding that it has been collected, processed, transferred or disclosed to Audax in compliance with the Data Protection Laws applicable to You.

8.13 In opening and using images, literature and information supplied, you are agreeing to the Audax terms & conditions of use. The images and intellectual property rights always remain the property of AUDAX® and their use thereof, without permission, is strictly forbidden. The Buyer expressly acknowledges that the Audax name and registered distinctive signs, its graphic composition and know-how relating to the supplied products are Audax intellectual and industrial property.

9. Limitation of Liability

NOTHING IN THIS WARRANTY SHALL HAVE THE EFFECT OF RESTRICTING OR EXCLUDING THE LIABILITY OF AUDAX IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF AUDAX, OR FOR FRAUD, OR FOR ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR THE SELLER TO EXCLUDE OR RESTRICT LIABILITY.

IN NO EVENT SHALL AUDAX BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE OR IN RELATION TO LOSS OF, DAMAGE TO OR CORRUPTION OF DATA OR BREACH OF DATA SECURITY ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS OR YOUR USE OF THE PRODUCT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY YOU OR COULD HAVE BEEN REASONABLY FORESEEN BY YOU, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. AUDAX DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

IN NO EVENT SHALL AUDAX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE PRODUCT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE RETAIL PRICE OF THE PRODUCT APPLICABLE AT THE DATE IT WAS PURCHASED BY YOU. In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.

Full details of our Terms and Conditions can be found on our website www.audaxuk.com

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