



IDTNZ Limited
PO Box 24 405
Royal Oak 1345
Auckland NZ
Phone 021 847 661
www.idtnz.co.nz

GST 099 681 640

Statement of Limited Warranty

IDTNZ Limited (IDTNZ) GST 099 681 640 (herein after referred to as “IDTNZ”) IDTNZ warrants its hardware products against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of equipment shipment (“Warranty Period”). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, IDTNZ will either (1) repair the hardware defect at no charge, or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. A replacement product or part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever is longer. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes IDT’s property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for Haivision that can be identified by the “Haivision” trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Haivision hardware products or any software, even if packaged or sold with Haivision hardware. Manufacturers, suppliers, or publishers, other than Haivision, may provide their own warranties to the end user purchaser, but IDTNZ/Haivision, in so far as permitted by law, provides their products “as is”.

IDTNZ/Haivision does not warrant that the operation of the product will be uninterrupted or error-free. IDTNZ/Haivision does not guarantee that any error or other non-conformance can or will be corrected or that the product will operate in all environments and with all systems and equipment. IDTNZ/Haivision is not responsible for damage arising from failure to follow instructions relating to the product’s use. This warranty does not apply:

- (a) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports;
- (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes;
- (c) to damage caused by operating the product outside the permitted or intended uses described by Haivision;
- (d) to a product or part that has been modified to alter functionality or capability without the written permission of Haivision; or
- (e) if any Haivision serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, IDT/HAIVISION SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF IDT/HAIVISION CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN



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DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY IDT/HAIVISION IN ITS SOLE DISCRETION. No Haivision reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, IDT/HAIVISION IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HAIVISION PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

OBTAINING WARRANTY SERVICE

Before requesting warranty service, please refer to the documentation accompanying the hardware product and the Haivision Support Portal <http://support.Haivision.com>. If the product is still not functioning properly after making use of these resources, please contact IDTNZ or Authorized Reseller using the information provided on www.idtnz.co.nz. When calling, IDTNZ or Authorized Reseller will help determine whether your product requires service and, if it does, will inform you how IDTNZ will provide it. You must assist in diagnosing issues with your product and follow IDTNZ's warranty processes.

IDTNZ may provide warranty service by providing a return material authorization ("RMA") to allow you to return the product in accordance with instructions provided by IDTNZ. You are fully responsible for delivering the product to IDTNZ as instructed, and IDTNZ is responsible for returning the product if it is found to be defective. Your product or a replacement product will be returned to you configured as your product was when originally purchased, subject to applicable updates. Returned products which are found by IDTNZ to be not defective, out-of-warranty or otherwise ineligible for warranty service will be shipped back to you at your expense. All replaced products and parts, whether under warranty or not, become the property of IDTNZ. IDTNZ may require a completed preauthorized form as security for the retail price of the replacement product. If you fail to return the replaced product as instructed, IDTNZ will invoice for the preauthorized amount.

APPLICABLE LAW

This Limited Warranty is governed by and construed under the laws of the Province



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of Quebec, Canada.

This Limited Hardware Warranty may be subject to Haivision's change at any time without prior notice.

DOA Policy

The customer is required to notify IDTNZ if a product is DOA within 14 days of shipment. On receipt of DOA notification IDTNZ will arrange replace product to be ground shipped and collection of faulty product for return to IDTNZ.

Warranty Replacements

The customer must ensure return of faulty product upon receipt of warranty replacement within 21 days otherwise charges may apply.

Extended Warranty

Extended warranty starts after the standard warranty period has expired with standard warranty terms apply. Extended warranty can be purchased at any time before the current warranty period expires to a maximum of 2 years. Extended warranty can not be purchased outside the warranty period.