



## LIMITED PRODUCT WARRANTY

### PRODUCT WARRANTY

VISARA INTERNATIONAL (VISARA) warrants the Product, if purchased and used in the continental United States, Alaska, Hawaii, or Puerto Rico, to be free from defects in workmanship and materials during the Warranty Period. VISARA does not warrant, however, that the operation of the Equipment will be uninterrupted or error free. The Equipment must be used for the purpose, in the environment, and at the usage levels specified by the manufacturer at the time of sale.

Requests for Service must be received by VISARA, or its Authorized Contractor, within the Warranty Period. Proof of Purchase will be required to validate warranty.

VISARA warrants that all services will be performed in a professional, competent and businesslike manner.

### WARRANTY COVERAGE

Warranty shall cover remedial repair services and parts for all new products, sold by VISARA and VISARA authorized distributors, during the warranty period. Liability is limited to the replacement to the Buyer of a functionally equivalent or upgraded replacement unit. Repair or replacement of the part thereof shall neither extend nor decrease the warranty period.

### ACCEPTANCE

Acceptance testing shall be performed by Customer not later than the product being placed in use. Unless earlier rejected, however, all product(s) shall be deemed accepted fifteen (15) days after delivery to Customer.

### WARRANTY PERIOD

Warranty will begin no later than fourteen (14) calendar days after shipment from VISARA or a VISARA authorized distributor.

<b>Class:</b>	<b>Term</b>	<b>Standard Warranty *</b>
Terminals	One (1) year from the date of shipment. Three (3) years from the date of shipment	2 <sup>nd</sup> Day Mailback (Advance Exchange) or Return-To-Depot Repair
Controllers	One (1) year from the date of shipment	On-Site, Same Day, 8 Hour Response, 9x5**
Printers	Varies - Three(3) months to One (1) Year from the date of shipment	On-Site, Next Day, 9 x 5
Multiplexors	One (1) year from the date of shipment	On-Site, Same Day, 8 Hour Response, 9x 5**

\* Excludes Holidays

\*\* 9 hours per day 5 days per week, between the hours of 8am and 5pm, Monday through Friday, local time. "8 Hour Response" means Visara or its Authorized Contractor will arrive on-site within 8 business hours of receiving the call request. The service request must be opened in the dispatch center by 12:00 noon local time for same day on-site response. If the call is placed after 12:00 noon, local time, the onsite response is 8 hrs (business hrs) and will be measured from the time the call is placed.



## Warranty and Maintenance Programs

### **PLACING A SERVICE CALL**

A request for standard on-site maintenance may be placed 24 hours a day. Standard service hours are Monday – Friday, 8:00 AM to 5:00 PM, local time, excluding holidays. (Service calls outside of these hours may be billable.)

You will need to have the following information ready to provide the operator:

- 1) Customer name and/or customer site number
- 2) Location of equipment needing service (address, city, state, zip)
- 3) Contact name and phone number (person the technician should contact to arrange time and access to the device)
- 4) Identify as VISARA equipment, vendor name, device type/model number
- 5) Serial number
- 6) Problem with equipment

After opening the call, please record the call number. This will help expedite service if you must contact the Call Center about this call request.

### **RESPONSE**

The Customer Engineer will call the customer within two (2) hours of receiving a service request to provide an estimated time of arrival and will be on site to effectively diagnose and attempt repair of the equipment the next business day, except for mission critical devices with Same Day response. In the case of mission critical devices (routers, controllers, servers, gateways) the Customer Engineer will have the necessary parts to repair the equipment within twenty-four (24) hours of the initial call and in all other cases, no longer than forty-eight (48) hours of the initial call. Customers with exception contracts will be responded to according to their contract. Work orders will contain contract requirements based upon equipment type and serial numbers. Service call tracking is initiated when a customer contacts the Call Center.

### **METHOD OF SUPPORT**

Support will be in the form of on-line technical support and problem diagnosis from a Field Engineer to the end-user, as well as on-site repair and maintenance as determined necessary to restore the equipment to the manufacturer's operating specifications. All necessary diagnostic tools will be provided by VISARA or its Authorized Contractor.

### **RISK OF LOSS OR DAMAGE**

When VISARA or its Authorized Contractor removes equipment for repairs, VISARA or its service representative will be responsible for any damage or loss from the time the equipment is removed until it is returned or a functionally equivalent or upgraded replacement is provided.

### **LOSS OF DATA**

Customer shall save, or otherwise protect, all data before services are performed. Neither VISARA nor its Authorized Contractor is responsible for customer's failure to do so, or for the cost of reconstructing data stored on any media lost or damaged during the performance of warranty service.

### **WARRANTY EXCLUSIONS**

This limited warranty applies only to the Product Hardware and Product Software integral to the operation of the hardware. This limited warranty does not apply to, and VISARA and its Authorized Contractor shall not be responsible for, defects or failures resulting from or caused by: (i) shipping damages or improper storage or handling, (ii) use of, or interaction with, non-VISARA approved parts (iii) improper, inadequate or unauthorized maintenance, repair, modification or calibration, (iv) misuse, or improper installation by a party other than VISARA or a VISARA Authorized Customer Engineer (v) operation outside the applicable manufacturer's operating specifications, (vi) other software, not integral to the hardware operation, (vii) events outside the control of VISARA or its authorized contractor, such as fire, flood, lightning, or improper electrical current.

In the event that VISARA, or its Authorized Contractor, determines that the Product is not defective within the terms of this limited warranty, or if the reported failure cannot be reproduced, the customer shall pay all costs of repair (including shipping, travel, labor and parts) at the prevailing rates of VISARA or its authorized contractor, as applicable.



## Warranty and Maintenance Programs

### **INDEMNITY**

#### **General Indemnity**

VISARA agrees to defend and indemnify Customer against and from all claims, liabilities costs, expenses, and reasonable attorney's fees incident thereto, for bodily injury, including death, or damage to property, to the extent it arises from any negligent act or omission or willful misconduct of VISARA in performing Services under this Agreement. This indemnity shall not apply to the extent any such claims, damages, liabilities or causes of action are caused by the negligent or intentional misconduct of Customer, its agents or employees.

#### **Third Party Indemnification**

VISARA shall indemnify and hold the Customer harmless from any and all third party claims for losses, damages, and liabilities for injury to or death of any person and for damage to or destruction of real or tangible personal property, resulting from negligent acts or omissions of VISARA or its employees in connection with the performance of the service provided for herein. Customer shall notify VISARA as soon as practicable of any such claim. VISARA will control the defense of such claims and Customer agrees to cooperate fully in such defense.

#### **Disclaimer and Limitation of Liability**

VISARA'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. VISARA WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT.

VISARA will not be liable for loss of funds contained in, dispensed by, or associated with any Equipment under this Agreement.

VISARA will accept liability for Customer claims due to personal injury or damage to real property or tangible personal property to the extent caused by the negligence of VISARA. In the event Customer enters a claim against VISARA for any other actual loss or damage, whether in contract, tort or otherwise, the amount of any such claim is limited to the lesser of \$50,000 or the amount paid to VISARA by Customer under this Agreement.

In all cases, any claim must be brought within twelve (12) months after the occurrence of the alleged act or omission.

### **CONFIDENTIALITY**

VISARA agrees that it shall not disclose to any third party any information concerning the Customer's trade secrets, methods, processes or procedures or any other confidential, financing or business information of the Customer's which it learned during the course of its performance of this warranty, without the prior written consent of the Customer. This obligation shall survive the cancellation or other termination of this warranty.

### **HOLIDAY SCHEDULE**

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day