

## WARRANTY & RETURN MATERIAL AUTHORIZATIONS

### I. Limited Warranty:

Manufacture's Limited Two Year Warranty:

SmartWitness (The "Company") warrants to the original customer of record / purchaser of the device, that should the product or any part thereof, during normal consumer usage conditions, be defective in material or workmanship that result in product failure within the first twenty-four (24) month period from the date of purchase, such defects will be repaired or replaced, with a refurbished or new product at the Company's discretion, without charge for parts and labor directly related to the defect(s). This warranty extends to consumers who purchase the product in the United States, Canada and Mexico and it is not transferable or assignable. This warranty does not apply to:

- a) Products / devices subject to abnormal use or condition, accident, misleading, neglect, unauthorized alterations, misuse, improper installation or repair or improper storage;
- b) Products whose mechanical serial number or electronics serial number have been removed, altered, or defaced;
- c) Damage from exposure to moisture, humidity, excessive temperature or extreme environmental conditions;
- d) Damage resulting from connection to, or use of any accessory or other product not approved or authorized by the Company;
- e) Defects in appearance, cosmetic, decorative or structural items such as framing and non-operative parts;
- f) Damage from external causes such as fire, flooding, dirt, sand, weather conditions, battery leakage, a blown fuse, theft or improper usage of any electrical source.

The Company disclaims liability; (i) for removal and/or reinstallation of the product / devices, (ii) for geographic coverage, (iii) for inadequate signal reception by the antenna or for communications range or operation of the cellular system as a whole.

SmartWitness is not responsible for and does not guarantee restoration of any third-party software, personal information or memory data contained in, stored on, or integrated with any wireless device, whether under warranty or not, returned to an authorized service center for repair or service. To obtain repairs or replacement within the terms of this warranty, please follow the **Return Material Authorization (RMA) Process** specified below in this document., or please contact SmartWitness Customer Support Service at 312-981-8774 or visit at <http://support.smartwitness.com>.

The extent of the Company's liability under this warranty is limited to the repair or replacement provided above and, in no event, shall the Company's liability exceed the purchase price paid by purchaser for the product.

Any implied warranties, including any implied warranty of merchant ability or fitness for a particular purpose, shall be limited to the duration of this written warranty. In no case, shall the Company be liable for any special consequential or incidental damages for breach of this or any other warranty, expressed or implied, whatsoever. The Company shall not be liable for the delay in service under this warranty or loss of use during the time the product is being repaired or replaced. No person or representative is authorized to assume for the Company any liability other than expressed herein in connection with the sale, repair or replacement of this product.

### II. Return Material Authorization (RMA) Process

In order for the Company to process an RMA (Return Material Authorization) in an accurate and efficient manner, the following criteria must be met for all items returned for repair / replacement or credit.

1. The reseller or distributor must register on the Company support website: <http://support.smartwitness.com>.
2. The reseller or distributor must login and submit a ticket at <http://support.smartwitness.com> , describing the particular problem and the serial number(s) of the Product(s) within.

3. The Company confirms the issue cannot be resolved remotely and responds to the ticket by providing a RMA number and return address.
4. The Product(s) is/are shipped to the Company's facility in Schaumburg, IL with the RMA number clearly visible on the shipping label.

The Product is fixed or replaced and is then shipped back to the reseller or distributor. Company then updates the RMA ticket with the resolution details and tracking number. NOTE: Reseller or distributor is automatically notified via email when a ticket is updated and/or resolved.

Company must receive returned parts within 14 days of the date the RMA was issued.

- RMA must be shipped in its entirety, as specified in the RMA ticket.
- Products must be carefully packaged so as to avoid any damage during transit. The Company disclaims any liability for damages during transit.
- The shipping carton must be labeled with the RMA # provided by Company.
- The fixed/replaced products will ship to the return address on the label, unless otherwise specified by the reseller or distributor in the RMA ticket.

If RMA material is not shipped in accordance with the above criteria, then the shipment will not be accepted and the material may be returned to reseller or distributor at reseller's or distributor's expense.

Repairs/Replacements are contingent upon inspection of item(s) once received by Company.

Reseller or distributor is responsible for all shipping costs unless item is DOA or defective upon receipt. All items must be shipped back to Company's location:

SmartWitness USA, LLC  
ATTN: (Insert RMA # here)  
1016 Lunt Avenue  
Schaumburg, IL 60193

Equipment returned without a valid RMA number will be rejected by Company's receiving department.

Telephone: 312-981-8774  
Facsimile: 847-884-8182

### **End-of-life Support**

Reseller or distributor will be notified when Company announces end-of-life on a product. At that time, the reseller or distributor will be authorized to procure the Company's product for a last-buy to satisfy the requirements of their End-Users.

The Company will support a particular end-of-life product for a period of at least 6 months after announced end-of-life. The support will only include critical bug fixes as well as hardware warranty. If an end-of-life particular product is defective under the warranty and not reparable it will be replaced with functionally equivalent hardware during this time period.

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