



WARRANTY

Standard Warranty

iTech Digital, having its principal place of business at 4287 W 96th St., Indianapolis, IN 46268 (“Company”) warrants its digital video recorders, closed circuit TV cameras, and related equipment (the “Products”) as follows:

1. **Limited Warranty:** Company warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of twelve (12) months from the date of purchase, unless otherwise stated in writing. If the Products do not conform to this Limited Warranty during the warranty period (herein above specified), Buyer shall notify Company in writing of the claimed defects and demonstrate to Company's satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to Company within the warranty period, and the defects are of such type and nature as to be covered by this warranty, Company shall, at its own expense, furnish replacement Product(s) or, at Company's option, replacement part(s) for the defective part(s). Shipping and installation of the replacement Product(s) or replacement part(s) shall be at the Buyer's expense. Company warrants repaired or replaced parts of Product(s) serviced by Company after the one (1) year warranty period for a period of ninety (90) days after shipment of the serviced Products by Company. This warranty applies to the serviced Products properly installed and under normal and proper use. During the ninety (90) day warranty period upon (i) notification to Company that a defect in repaired or replaced portion of the Product(s) exists, and (ii) a determination by Company that such a defect exists and is covered by this warranty, then Company shall, at its option, repair or replace the defective repaired or replaced part at no charge except for shipping.

2. **Other Limits:** THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO CLAIMS OF FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION of Product(s). Company does not warrant against damages or defects arising out of improper or abnormal use of handling of the Products; against defects or damages arising from improper installation (where installation is by persons other than Company) against defects in products or components not manufactured by Company, or against damages resulting from such non-Company made products or components. This warranty also does not apply to Products upon which repairs have been effected or attempted by persons other than the Company or pursuant to written authorization by Company. Warranty is void if product(s) encasements are tampered or opened by persons other than the Company. In addition to this, any means of system malfunction due to anything other than the system itself will not be covered by the warranty (i.e. faulty building wiring, lighting strikes, power surges, etc...). The foregoing warranties shall be divisible as to each Product and shall permit Company to make all adjustments, repairs, and parts replacements necessary to correct such defects. Such warranties shall be conditioned upon the existence of a suitable installation environment for the Products, and the proper use, management, and supervision of the Products. Such warranties shall not be operative on any Products improperly installed, overloaded, damaged, abused, harmed by unconditioned or unregulated electrical supply, tampered with or altered in any way and shall not be operative in the event of any intentional or negligent act or other cause external to the Products affecting their operability or serviceability, and shall be null and void if, without the prior written approval of Company, there shall be any maintenance performed on the Product(s) other than by Company or its authorized agents or there shall be any addition to, removal from, or modification of the Product(s). Company or its authorized agent shall be provided free access to the Product(s) to perform warranty services.

3. **Exclusive Warranty:** THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Company shall be to repair or replace the defective Product(s) in the manner and for the period provided above. Company shall not have any other obligation with respect to the Product(s) or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Company be liable for incidental, special or consequential damages arising from the purchase, sale, resale, use. THIS REMEDY EXTENDS ONLY TO THE PARTY TO WHOM COMPANY SHIPS THE PRODUCT(S) AND SHALL CONSTITUTE SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY.

4. **Other Statements:** This WARRANTY shall constitute the entire understanding between Company and Buyer regarding Warranty. Verbal statements by Company's employees or representatives' OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE COMPANY WARRANTY in full or in part and shall not be relied upon by Buyer and are not part of the contract for sale or this limited warranty. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THE WARRANTIES SET FORTH ABOVE.

5. **Entire Obligation:** This Limited Warranty states the entire obligation of the Company with respect to the Product(s). If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.