



### **DREAMCATCHER EXTENDED HARDWARE WARRANTY**

#### **Warranty Term**

Evertz standard hardware warranty is included with the purchase of all Evertz equipment for a period of one (1) year, beginning from the date of shipment from the factory. DreamCatcher ("DC") extended hardware warranty is available to purchase at additional cost beginning from the conclusion of the standard hardware warranty term for an additional two (2) consecutive years for a total three (3) year term.

#### **DC Warranty Repair & Advanced Service Loan Unit**

If Evertz DreamCatcher hardware proves to be defective while covered under DC extended hardware warranty, Evertz will repair the defective hardware at no charge and, if required, provide an advanced service loan which will be of equal or improved functionality and in good operating condition in accordance with the current specifications for use during the repair process.

#### **DC Warranty Hardware Return Procedures**

To obtain service under Evertz DC hardware warranty the customer must notify Evertz customer service team of the defect before the expiration of the warranty term. Evertz will exercise reasonable commercial efforts to confirm the hardware is defective. Once the defect is confirmed by Evertz, a Return Merchandise Authorization ("RMA") number is issued to the customer, which includes return shipping instructions for the in warranty repair (at no charge), and a service loan agreement for customer signature. Once the service loan agreement is received by Evertz, shipment of a service loan unit is scheduled. The customer will be responsible for returning the defective hardware to Evertz within five (5) days of shipment of the service loan from Evertz factory. If the defective hardware is not received by Evertz within five (5) days, the RMA may be cancelled and the loan will be due to return. Any items returned to Evertz without the approval of Evertz will be returned to sender at the senders expense.

#### **Warranty Repaired Hardware Term**

Evertz warrants that any repaired hardware, parts and components provided pursuant to Evertz DC hardware warranty to be free from defects in materials and workmanship under normal and authorized use consistent with Evertz published specifications for a period of one hundred eighty (180) calendar days from the date of shipment from the factory or for the remainder of the original hardware warranty period, whichever is longer. For units over seven (7) years of age, however, hardware repair warranty will not apply.

#### **DC Warranty Exclusions**

Evertz DC extended hardware warranty applies to products purchased directly through Evertz or an authorized Evertz reseller. DC extended hardware warranty does not apply to equipment which in the judgement of Evertz has been subjected to misuse, accidental or intentional damage, or has been installed in a manner or under conditions other than those expected in a normal application including if the customer uses non-Evertz or non-authorized third-party equipment, software, or facilities with the hardware. Any acts of nature (e.g. lightning strikes, floods, etc.), misuse or attempted repairs and changes to the hardware, unless authorized by Evertz, nullifies any warranty of that product. Evertz DC extended hardware warranty does not apply to products in the End of Life ("EOL") or End of Sale ("EOS") stage at the time of purchase. If the customer fails to permit Evertz timely access, remote or otherwise, to the hardware, and/or implement all new available firmware updates, provided customer is eligible for such newly available firmware update Evertz DC extended hardware warranty does not apply

#### **Third Party Product Warranty**

Evertz may provide third party products (including hardware and software) on an "as is" basis without any warranties of any kind unless Evertz specifies otherwise. However, such third party products may carry their own warranties and Evertz shall

pass through to the Customer any such warranties to the extent authorized. Exercise of such warranty shall be directly between the Customer and the third party provider with the commencement of all such warranties being at the date of invoice from Evertz.

**Indemnification and Limitation of Liability**

This warranty is expressed in lieu of all other warranties including implied warranties of merchantability or fitness. In no event will Evertz be liable for any special incidental or consequential damages. Evertz liability under this warranty shall be limited solely to the cost of any necessary repairs to, replacements of or refunds of the Customer's purchase price for, the Hardware, components thereof or replacement parts thereof, and Evertz assumes no risk, and shall not in any case be liable, for any special, incidental or consequential damages, or any other indirect damages arising from breach of warranty or contract, negligence or any other legal theory, including, without limitation, loss of good-will, profits or revenue, loss of use of the Products or any associated equipment, cost of capital, cost of any substitute, facilities or services, down-time costs, or claims of any party dealing with the Customer for such damages.