

LIMITED WARRANTY/LIMITATION OF LIABILITIES AND DAMAGES

Watec Co., Ltd. and Watec, Incorporated (Watec) [herein known together as WATEC] warrant that its cameras will be free from defects in workmanship and materials under normal and reasonable use and correct assembly or installation for a period of three (3) years from the original date of purchase. WATEC warrants that its lenses, monitors and control devices will be free from defects in workmanship and materials under normal and reasonable use and correct assembly or installation for a period of one (1) year from the original date of purchase. WATEC will at its option repair or replace any product found to be defective. WATEC will require that the product claimed to be defective be returned to WATEC for its inspection, freight or postage prepaid by customer. This warranty *does not* apply to or cover: CCD sensors, filters related to but not limited to CCD sensors, cameras, lenses, monitors and control devices that are provided as samples or that are sold as “used or refurbished”; power supplies, cables, connectors or any other accessories; damages due to misuse, abuse, accident, improper installation or operation, power failure, lack of reasonable care, unauthorized modification, ordinary wear and tear, affixing of any attachment or accessory not authorized by WATEC; water or other elements, tampering, damage from transit except when shipped by WATEC, damage from causes other than defects in materials or workmanship, interference with radio, television, computer or other communication transmissions, and acts of god. This standard warranty *does not* apply to or cover: CCD sensors, filters related to but not limited to CCD sensors for new cameras, cameras sold, cameras in inventory or cameras to be manufactured. Watec will not replace products as a result of dead pixels, hot pixels or pixel related issues.

Cameras, lenses, monitors and control devices sold by WATEC are sold exclusively with model numbers beginning WAT-, GW- or W- Cameras, lenses, monitors and control devices sold under the Watec name but using model numbers beginning with letters or numbers other than WAT-, GW- or W- are not manufactured or sold by Watec Co., Ltd. and Watec, Inc. and therefore are not covered by WATEC under this warranty.

The entire liability of WATEC for any reason shall be limited to the amount paid by the purchaser to WATEC for the product. To the maximum extent permitted by applicable law, WATEC are not liable for any direct, indirect, special, incidental or consequential damages (including but not limited to: loss of money, goods, revenue, investment or profit; personal injury; property damage; loss of business; failure to realize savings or other benefits; and expenditure for replacement or substitute equipment or services) whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if WATEC has been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed its essential purpose. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIODS SPECIFIED ABOVE.

Some states do not allow the limitation and/or exclusion of liability for special, incidental or consequential damages, or limitations on how long a warranty lasts, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights. You may also have other rights which vary from state to state.

No person, agent, distributor, dealer or company is authorized to make any warranties or to promise remedies in addition to or inconsistent with those stated above.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between WATEC and the purchaser. WATEC would not have been able to provide this product without such limitations.