

April 15, 2017

Warranty Terms and Conditions

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The information contained herein this document is subject to change without prior notice. The only warranties for FootfallCam and all related products and services are set forth in this warranty statement which is applicable for all FootfallCam counter. Nothing herein should be construed as constituting an additional warranty should this document be disseminated to the customer, user, or reseller of FootfallCam. FootfallCam shall not be liable for technical and editorial errors, or omissions contained herein this document. This document contains proprietary information that is protected by copyright. No part of this document may be photocopied, reproduced, or translated to another language without the prior written consent of FootfallCam.

Warranty Terms and Conditions

THIS IS A LEGAL AGREEMENT between you and FootfallCam. **If you do not agree to the terms of this agreement, please promptly return the Product and accompanying items to FootfallCam with proof of purchase for a full refund.** Otherwise, by using the Product provided by FootfallCam, you agree to be bound by the terms of this agreement.

General Terms

The FootfallCam manufacturer warranty (hereafter referred to as the "Warranty") is granted by FootfallCam to the purchaser (hereafter referred to as "You") of the FootfallCam product (hereafter referred to as the "Product"). FootfallCam accredited engineers and service agents will provide the services covered under this warranty.

Warranty Period

This warranty applies for the period defined on the proforma invoice issued by FootfallCam and is applicable at the confirmation of order.

Statutory Guarantees

This warranty is given independently of any statutory warranty that may apply in the country of purchase (country where the payment is received) and does not affect or limit such statutory warranty in any manner whatsoever.

Recitals

WHEREAS, Company has developed certain computer programs and related documentation and desires to grant Customer the right to use the Software.

WHEREAS, Customer wishes to use the Software and Hardware under the conditions of this Limited Warranty.

NOW THEREFORE, in consideration of the mutual promises set forth, the parties agree as follows:

Warranty Coverage

FootfallCam Software and Hardware warranty obligations are limited to the terms set forth below:

This warranty applies to the original purchaser, including reseller, once each product is sold as evidenced by the first-user's bill of sale. FootfallCam warrants the original purchaser (the distributor) that the FootfallCam, enclosed with this Limited Hardware Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of **one (1) years** from the date of the counter first allocated to the software/activation date in FootfallCam's server. This Limited Hardware Warranty is only applicable for the FootfallCam People Counter, and miscellaneous accessories are excluded from the coverage.

The original purchaser shall without undue delay notify FootfallCam of any defect which appears in accordance with FootfallCam' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a valid claim is received by FootfallCam within the Warranty Period, the sole remedy of the original purchaser and FootfallCam sole and exclusive liability shall be limited to, at FootfallCam sole discretion, either repair of the hardware defect using new or refurbished replacement parts, or replacement of the product. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or twenty-eight (28) days, whichever is longer. When a product or part is exchanged all hardware or part thereof that is replaced shall become the property of FootfallCam.

Under the FootfallCam Warranty, products purchased from FootfallCam may be required to transfer to another country or region, FootfallCam will not be responsible for any tariffs or duties that are incurred in the transference of the products. Transference of the product may be covered by export controls issued by governmental bodies. Export controls issue will be precedent by the expression stated herewith.

Warranty purchased are not transferable between one unit to another, warranty purchased are bound by their serial number, transfer of warranty is not allowed.

Extended Warranty

Any extended warranty purchased from FootfallCam will be added onto the original (1) year manufacturer warranty. The extended warranty needs to be renewed on a yearly basis and up to a maximum of five (5) years. The renewal of extended warranty is required at the end of each warranty year and FootfallCam reserves the right to continue the warranty for the next coming year.

Hardware Return Procedures

If a Hardware Product or one of its component parts does not function as warranted during the warranty period, and such non-conformance can be verified by FootfallCam, FootfallCam, at its election, will provide either return and replacement service or replacement with a refurbished part/unit for the Hardware Product under the type of warranty service FootfallCam designates for that Hardware Product. If the product fails due to a manufacturing defect in materials, it should be sent back to FootfallCam to get a proper diagnose and repair by FootfallCam Technical Support Team, free of charge, instead of outsider. FootfallCam Support Team should be get contacted at first moment if FootfallCam or any hardware of itself is suspected to be faulty unit.

On Site Diagnose - Once FootfallCam Support Team is acknowledged and notified, client will be assisted or guided on troubleshooting the problem through Skype session or direct call support, before the product is determined as faulty unit. After the product or any hardware of itself is judged as faulty unit, FootfallCam will send a new unit or certain part of faulted hardware to client as a replacement to reassure the product is got back to work. Client should send the faulty unit or part of the hardware back to FootfallCam or FootfallCam authorised reseller after the camera or faulty part is replaced.

Product Diagnose - Client is required to return the product back to FootfallCam or authorised reseller, allows FootfallCam Technician to diagnose the problem and repair the product. A new unit will be replaced ONLY if the unit is completely faulty. FootfallCam will either send a new unit, if the product is not repairable, or send back the original product to client once it has been repaired. However, the turnaround time is 6-8 weeks from the time FootfallCam receive the product until it is returned to client. In some cases, the product can be got back to client sooner. In some cases, it may take longer. During peak season, FootfallCam turnaround time can be longer than eight weeks. If the product needs to be sent out be cleaned, client may expect up to two additional weeks before it will be returned to you.

Faulty product will be repaired without any charge. If it is not repairable, or if the cost of repairing the item exceeds the cost of a new one, FootfallCam will replace a new unit for client. ***Note: Shipping charges will be paid by client to send hardware to FootfallCam***

Exclusions and Limitations

FootfallCam does not warranty uninterrupted or error free operation of this product. This Hardware Warranty is only applicable to FootfallCam People Counter, and all counter purchased directly from FootfallCam. This warranty does not cover miscellaneous sundries provided by FootfallCam, People Counter sold on behalf of FootfallCam by Authorised Resellers, its worldwide subsidiaries, affiliates, country/region distributors, trade partners. The term "Hardware Warranty" does not include any software application or programs, peripherals.

This Limited Hardware and Software Warranty does not apply

- (a) if the product and Software have been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (i) covered in the documentation for the product or (ii) carried out with FootfallCam prior consent in writing (iii) If FootfallCam is to be used outdoors or in dusty, humid, or other hostile environments, it must be suitably protected. Further, FootfallCam specifically must be protected, whether in use or not, from exposure to direct sunlight or halogen light which may damage the camera image sensor. This applies to both indoor and outdoor use of the cameras.
- (b) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from FootfallCam and due negligence for care and maintenance of the product
- (c) to cosmetic damages
- (d) if the product and Software has been tampered with
- (e) if the product is damaged by acts of God (natural disaster such as earthquake, hurricane), misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care
- (f) if the product has had the model or serial number altered, defaced or removed
- (g) to products that have been purchased "as is" and FootfallCam, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the product
- (h) to any non-FootfallCam or any software (irrespective of whether it has been packaged and/or sold with an FootfallCam) and/or FootfallCam purchased from an unauthorized distributor/reseller
- (i) to damage that occurs in shipment or from improper storage or transportation
- (j) to damages by any other cause not related to defective design, workmanship and/or materials
- (k) if the Hardware or Software is operated with, or the error or defect is due to, any accessory, equipment, software or part not approved or sold by FootfallCam
- (l) Theft, unexplained disappearance of the product will not be covered in this warranty
- (m) Any attempt made for customer self-repair is expressly excluded from this warranty. FootfallCam will deem all self-repair services out of warranty and forfeit all remaining warranty period for the particular unit.

Out of Warranty Cases

Returning the product to FootfallCam during the warranty period does not automatically mean that it will be repaired free of charge. Upon receiving your product, FootfallCam reserves the right to check the validity of your warranty and your request for the warranty service. If the warranty period has lapsed or if any of the exclusions stated herewith in this document apply, your request will be deemed out of warranty. If your request is deemed out of warranty while there is still a time period left on your warranty service, the remaining warranty period will be unaffected however, the following out of warranty clauses will still apply.

If your service request is denied, a service charge list with an offer for repair services will be provided to you, alternatively a quotation for a new product will be offered to you if the product is deemed irreparable. You may choose to accept or reject the service charge list offered to you. If you accept the repair, FootfallCam will provide you with an invoice for the repair labour, spare parts, and other costs stated in the service charge list, and delivery cost. You must pay the invoice in full within 1 week of the invoice date of issue. The repair work will only be initiated after the invoice is settled and the product will only be returned to you once the invoice is settled. To an extent permitted by law where applicable, FootfallCam may charge you a diagnostic fee (including transportation costs if any) if your service request is denied and you refuse the repair offer; or if your product does not require any further service.

After your product has been repaired or if you do not agree to the repair offer and refuses to pay for the delivery costs, FootfallCam will send you a notice via e-mail you provided when requesting the service. If you refuse to accept the product within a period of 30 days from the notice, FootfallCam reserves the right to forfeit the product as claim for cost of storage and unpaid services.

Disclaimer of Warranty

Failure to comply with any of the aforementioned requirements will invalidate this Limited Hardware Warranty.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER FOOTFALLCAM NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE FOOTFALLCAM PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, FOOTFALLCAM' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

Applicable Law

a. United Kingdom. If you acquired the software in the United Kingdom, common-law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the hardware and software in any other country, the laws of that country apply.

LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

*This Limited Hardware Warranty may be subject to FootfallCam' change at any time without prior notice.

NO OTHER WARRANTIES

The limited warranty is the only direct warranty from FootfallCam. FootfallCam gives no other express warranties, guarantees or conditions. Where allowed by your local laws, FootfallCam excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.