



Joseph Productions, Inc. • 34525 Glendale • Livonia, MI 48150 • 734 266-0500 • www.jpitel.com

PTZ Remote Site Video Package Limited Warranty

Joseph Productions, Inc. ("Company") warrants that the Remote Site Video Packages ("Product") will be free from material defects, are made with workmanlike quality, and will perform, within normal commercial tolerances, for the intended purposes. **The following terms and conditions apply:**

1. Customer shall provide written Notice to Company of any defect within 7 days of the defect first arising. Notice shall be delivered by certified mail and effective upon receipt by Company.
2. Within 7 days of receipt of Notice, the Company shall: 1) repair of products to good working order; or 2) replace the Product with similar products of an equivalent quality. If Company elects to replace the defective Product, Customer shall promptly return the defective to the Company, free and clear of liens, encumbrances, transportation prepaid.
3. This WARRANTY does not cover normal wear and tear of parts and/or damage resulting from any of the following: negligent use or misuse of product, use of improper voltage or current, and/or use contrary to operating instructions.
4. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Company is willing and able to repair or replace non-conforming Product.
5. **THIS LIMITED WARRANTY EXPIRES 90 DAYS AFTER DELIVERY OF THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES BY THE COMPANY. THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY SHALL BE FOR THE REPAIR OR REPLACEMENT (AT COMPANY'S OPTION) AS PROVIDED HEREIN. COMPANY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY, AND COMPANY ALSO SPECIFICALLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, LOST PROFITS, SPECIAL, ATTORNEY FEES, EXEMPLARY AND/OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER ("DAMAGES") EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO BREACH OF ANY OBLIGATION IMPOSED ON COMPANY HEREUNDER OR IN CONNECTION HERewith) FOR THE USE, STORAGE, DISPOSAL OR HANDLING OF PRODUCT. THESE**



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LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. The Company assigns, to the greatest extent possible, any warranty available by any original equipment manufacturer for any components within the Product.
7. Company reserves the right to make changes in designs and specifications or to make additions or improvements. This product is licensed as a professional device and not intended for home consumer use. However, if the Product is determined to be a consumer product as may be covered by the Magnusson Moss Federal Warranty Act, please be advised that: (1) some states do not allow limitations on incidental consequential damages or how long an implied warranty lasts so that the above limitations may not fully apply; (2) this warranty gives specific legal rights, and a buyer may also have other rights which may vary from state to state.
8. Any dispute based in whole in part on the lease or sale of the Product, or matters addressed in this Limited Warranty, shall be filed if at all within 183 calendar days of any claim first arising. The parties waive trial by jury. In addition, the Parties agree that exclusive venue and jurisdiction for any such dispute shall lie in an appropriate State or Federal Court located in Wayne County, Michigan despite the location of the Customer or the Product. All other Venue and Forum selections are waived.

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