



Evertz Global Hardware Warranty Policy

STANDARD 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.

Advanced Replacements

If any Evertz hardware fails to perform within Evertz published specifications during Evertz standard hardware warranty term, Evertz will provide hardware in advance for replacement of the defective hardware. The replacement hardware will be of equal or improved functionality and in good operating condition in accordance with the current specifications. The replacement may be an alternate product to replace what is defective and shall meet or exceed the specifications. All defective hardware replaced by Evertz during Evertz standard hardware warranty term becomes the property of Evertz and must be returned promptly following Evertz hardware return procedures.

Hardware Return Procedures

To obtain service under standard 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 instructions for the defective hardware and a scheduled ship date for the replacement hardware. Any items returned to Evertz without an approved RMA number will be returned to the sender. If the customer fails to return the defective hardware within five (5) calendar days, the customer will be invoiced for the replacement hardware at Evertz then-current list price. Failure to return the defective hardware may result in a suspension of Evertz hardware warranty until the outstanding defective hardware is returned to Evertz or the invoice for the outstanding replacement hardware is paid.

Warranty for Replacement Hardware

Any replacement hardware, parts and components provided pursuant to Evertz standard hardware warranty will retain the remainder of the warranty period of the original hardware or a period of one hundred eighty (180) calendar days from the date of shipment from the factory, whichever is longer.

Warranty Exclusions

Evertz standard hardware warranty applies to products purchased directly through Evertz or an authorized Evertz reseller. 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. 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 standard hardware warranty does not apply. Evertz standard hardware warranty does not apply to products in the End of Life ("EOL") or End of Sale ("EOS") stage at the time of purchase.

EXTENDED HARDWARE WARRANTY

Warranty Term

Evertz extended hardware warranty is available to purchase at additional cost and may begin from the conclusion of the Evertz standard hardware warranty term for up to an additional four (4) consecutive years for up to a total five (5) year term.

Advanced Replacements

If any Evertz hardware fails to perform within Evertz published specifications during Evertz standard hardware warranty term, Evertz will provide hardware in advance for replacement of the defective hardware. The replacement hardware will be of equal or improved functionality and in good operating condition in accordance with the current specifications. The replacement may be an alternate component to replace what is defective and shall meet or exceed the specifications. All defective hardware replaced by Evertz during Evertz extended hardware warranty term becomes the property of Evertz and must be returned promptly following Evertz extended hardware warranty return procedures.

Extended Hardware Warranty Return Procedures

To obtain service under extended 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, an RMA is issued to the customer, which includes return instructions for the defective hardware and a scheduled ship date for the replacement hardware. Any items returned to Evertz without an approved RMA number will be returned to the sender. If the customer fails to return the defective hardware within five (5) calendar days, the customer will be invoiced for the replacement hardware at Evertz then-current list price. Failure to return the defective hardware may result in a suspension of Evertz hardware warranty until the outstanding defective hardware is returned to Evertz or the invoice for the outstanding replacement hardware is paid.

Warranty for Replacement Hardware

Replacement hardware, parts and components provided pursuant to Evertz extended hardware warranty will retain the remainder of the existing extended warranty period of the original hardware OR a period of one hundred eighty (180) calendar days from the date of shipment from the factory, whichever is longer.

Warranty Exclusions

Evertz standard hardware warranty applies to products purchased directly through Evertz or an authorized Evertz reseller. 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. 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 extended hardware warranty does not apply. Evertz 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.

LONG-TERM EXTENDED (LTE) HARDWARE WARRANTY

Warranty Term

Long-Term Extended ("LTE") hardware warranty may be available to purchase at additional cost and may begin from the conclusion of Evertz Extended Hardware Warranty term for up to two (2) additional consecutive years.

Hardware Resolution

If any Evertz hardware fails to perform within Evertz published specifications during the LTE hardware warranty period, Evertz, at its sole discretion, will either repair the defective hardware at no charge or provide hardware in advance for

replacement of the defective hardware. The replacement hardware will be of equal or improved quality and in good operating condition in accordance with the current specifications. The replacement hardware may be an alternate component to replace what is defective and shall meet or exceed the specifications. Defective hardware replaced by Evertz during LTE hardware warranty term becomes the property of Evertz and must be returned promptly following the hardware return procedures below.

Hardware Return Procedures

To obtain service under Evertz LTE 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 Customer Service team, Evertz may either warranty repair the faulty hardware at no charge or send replacement hardware.

Warranty Repair

Evertz will issue the Customer an RMA number and return instructions for the defective hardware to be returned for warranty repair at no charge. Any items returned to Evertz without an approved RMA number will be returned to the sender. Evertz shall exercise reasonable commercial efforts to repair the hardware. The customer will be responsible for returning the defective hardware to Evertz within five (5) calendar days of the issuance of the RMA. If the defective hardware is not received by Evertz within five (5) calendar days, the RMA will be cancelled.

Replacement Hardware

Evertz will issue the customer an RMA number, return instructions for the defective hardware, and schedule the replacement hardware. The customer will be notified of the scheduled shipping date. Any items returned to Evertz without an approved RMA number will be returned to the sender. If the customer fails to return the defective hardware within five (5) calendar days, the customer will be invoiced for the hardware at Evertz then-current list price for the hardware. Failure to return the defective hardware may result in a suspension of Evertz hardware warranty until the outstanding defective hardware is returned to Evertz or the invoice for the outstanding hardware paid.

Warranty for Replacement Hardware

Any replacement hardware, parts and components provided pursuant to Evertz LTE hardware warranty will retain the remainder of the warranty period of the original Hardware or a period of one hundred eighty (180) calendar days from the date of shipment from the factory, whichever is longer.

Repaired Hardware Warranty Term

Any hardware repaired during the LTE warranty term is guaranteed to be free from defects in materials and workmanship for 180 calendar days from the date of shipment of the repaired unit from the factory. This warranty period extends either for the remaining duration of the original hardware or for the 180-day period, whichever is longer, provided the hardware is used in accordance with the technical specifications.

Warranty Exclusions

Evertz LTE hardware warranty applies to products purchased directly through Evertz or an authorized Evertz reseller. All fans, power supplies and storage (HDD, SSD, flash) are excluded from LTE hardware warranty.

LTE 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 for that product. 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 LTE hardware warranty does not apply. Evertz LTE hardware warranty does not apply to products in the End of Life ("EOL") or End of Sale ("EOS") stage at the time of purchase.

ADDITIONAL WARRANTY INFORMATION

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 all such warranties starting 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.