

## Repair Term

Evertz Microsystems Ltd ("Evertz") may repair hardware that is less than seven (7) years old from date of shipment.

## Hardware Repair Procedures

If after expiration of the warranty period, any Evertz Hardware proves to be defective, the customer must notify Evertz customer service team of the defect. Evertz will exercise reasonable commercial efforts to confirm the hardware is defective. Once the defect is confirmed by Evertz customer service team, and if the hardware is eligible for repair, a Return Merchandise Authorization ("RMA") number will be issued by Evertz to the customer with return shipping instructions for the defective hardware for chargeable repair. The customer will be responsible for returning the defective hardware to Evertz within five (5) days from the issuance of the RMA. If the defective hardware is not received by Evertz within five (5) days, the RMA will be cancelled. Any items returned to Evertz without the approval and issuance of RMA number will be returned to the sender.

The customer will be responsible for properly packaging and shipping the defective hardware to the location specified by Evertz and shall be responsible for all shipping charges and applicable duties and taxes. The customer shall bear the risk of loss or damage while the defective hardware is in transit from the customer to the specified Evertz location.

Evertz shall exercise reasonable commercial efforts to repair the hardware. However, if Evertz is unable to detect any hardware fault present, the Initial Assessment Fee ("IAF") outlined in the RMA instruction email remains chargeable. As there are inherent risks during the repair of any hardware product, understanding the associated risks when undergoing the repair process is the sole responsibility of the customer. If during the repair process, Evertz determines that the defective hardware is not repairable for any reason, Evertz is not liable to replace any such hardware. Once all costs have been determined by Evertz the customer shall be contacted for payment. Upon receipt of payment the hardware will be returned to the location as advised by the customer. The customer shall be responsible for all shipping charges, duties and taxes for the return.

## **Repair Exclusions**

Only hardware purchased directly from Evertz or an authorized Evertz reseller is eligible for repair.

Hardware repairs are not available for equipment that, in the judgement of Evertz, has been subjected to misuse, accidental or intentional damage, or has been installed incorrectly, or if the customer uses non-Evertz or non-authorized third-party equipment, software, or facilities with the hardware.

Failure to follow installation, operation, maintenance or care instructions, failure to implement all new firmware updates to the extent such updates are made available to the customer will result in ineligibility for hardware repair. 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 eligibility of that product for repair work.

It is expressly understood and agreed that the hardware will be maintained at operational condition, per Evertz published specifications and industry standards, considering its age and normal wear and tear.

Repair is not available for hardware that is End of Sale ("EOS"). Repair may be available for hardware that is End of Life ("EOL"), at Evertz discretion.

## Hardware Repair Warranty

Workmanship and components replaced during the repair of hardware are warranted to be free from defects under normal and authorized use consistent with the technical hardware specifications for a period of 180 calendar days (6 months) from the date of shipment from Evertz. For units over seven (7) years of age, and units that are EOL or EOS, hardware repair warranty will not apply.

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