

LIMITED WARRANTY

Network Video Recorder and Digital Video Recorder

The Imaging Systems Division of Toshiba America Information Systems, Inc. ("ISD") makes the following limited warranties. These limited warranties extend to the Original End-User ("You[r]").

Limited Three (3) Year Warranty of Labor and Parts (One-Year Advance Replacement)

The Imaging Systems Division of Toshiba America Information Systems warrants this product and parts against defects in material or workmanship for a period of three years from the date of original retail purchase by the end-user. During this period, ISD will repair or replace a defective product or part with a new or refurbished item. The user must deliver the entire product to the Surveillix DVR Repair Facility. The user is responsible for all transportation and insurance charges for the product to the DVR Repair Facility. ISD reserves the right to substitute Factory Refurbished Parts and / or Factory Refurbished Product in place of those in need of repair.

Step-by-step Procedures - How to Obtain Warranty Service

[1] Verify operation of the unit by checking the instruction manual and web site for the latest updates at

www.toshibasecurity.com

[2] If there is a defect in material or workmanship, contact the Surveillix DVR Support Center at (877) 855-1349 [877-855-1FIX] to speak to a technical support representative and schedule service.

[3] Arrange for delivery of the product to the Surveillix DVR Repair Facility. Products must be insured and securely packed, preferably in the original shipping carton. A letter explaining the defect and a copy of the bill of sale or other proof of purchase must be enclosed with a complete return street address and daytime telephone number. The Tracking Number should also be indicated on your documents. Charges for transportation and insurance must be prepaid by the end-user.

Critical Use Disclaimer

The product is not designed for any "critical applications." "Critical applications" means life support systems, exhaust or smoke extraction applications, medical applications, commercial aviation, mass transit applications, military applications, homeland security applications, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. Accordingly, Toshiba disclaims any and all liability arising out of the use of the product in any critical applications.

Your Responsibilities

The above warranty is subject to the following conditions:

[1] You must retain the bill of sale or provide other proof of purchase.

[2] You must schedule service within thirty days after you discover a defective product or part.

[3] All warranty servicing of this product must be made by the Surveillix DVR Repair Facility.

[4] The warranty extends to defects in material or workmanship as limited above, and not to any products or parts that have been lost or discarded by user. The warranty does not cover damage caused by misuse, accident, improper installation, improper maintenance, or use in violation of instructions furnished by ISD. The warranty does not extend to units which have been altered or modified without authorization of ISD, or to damage to products or parts thereof which have had the serial number removed, altered defaced or rendered illegible.

ALL WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTIES SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW AS HEREBY LIMITED, THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY PRODUCTS OR PARTS. IN NO EVENT SHALL ISD BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply.

No person, agent, distributor, dealer, service station or company is authorized to change, modify or extend the terms of these warranties in any manner whatsoever. The time within which an action must be commenced to enforce any obligation of ISD arising under this warranty or under any statute, or law of the United States or any state thereof, is hereby limited to one year from the date you discover or should have discovered, the defect. This limitation does not apply to implied warranties arising under state law. Some states do not permit limitation of the time within which you may bring an action beyond the limits provided by state law so the above provision may not apply to user. This warranty gives the user specific legal rights, and user may also have other rights, which may vary from state to state.

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Imaging Systems Division
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