
Warranty Policy

Limited Warranty

GeoVision, Inc. ("GeoVision") warrants that hardware products **GV-series video capture card, and GV-series combo cards ("Products")** will be free from defects in materials and workmanship for three (3) years from the date of purchase. This three (3) year parts and labor warranty is applicable to authorized distribution and sales channels only, and the defected product shall be returned to its original purchasing channels, or a labor & component cost will be charged if returned to GeoVision directly. Please keep your sales invoice and bar code number as proof of purchase when contact GeoVision for the service. It is customer's sole responsibility to prove this product is under warranty, otherwise GeoVision will determine the card's warranty period at its option.

If a defect arises and a valid claim is received by GeoVision within the Limited Warranty Period, at its option, GeoVision will (1) repair the Product at no labor charge, using new or refurbished replacement parts, or (2) exchange the Product with a Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product.

GeoVision warrants replacement parts or repairs for thirty (30) days from the date of GeoVision shipment or for the remainder of the Limited Warranty Period, whichever provides longer coverage for you. When a Product or part is exchanged, any replacement item becomes your property and the replaced item becomes GeoVision's property.

For a within 30 days non-used product, the return policy could be applied. However, a 10% restocking fee will be charged and the return product shall maintain its original package including product, manual, CD, accessories etc.

Limitations of Warranty

This Limited Warranty applies only to hardware Products manufactured by or for GeoVision that can be identified by the "GeoVision" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-GeoVision products. GeoVision is not liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-GeoVision product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this Limited Warranty. This warranty does not apply if:

- a) the Product has been subjected to abnormal use, improper storage, unauthorized modifications, unauthorized repair, misuse, neglect, abuse, accident, alternation, removal of any stickers or labels on the hardware, improper hardware/software installations, or other acts that are not the faults of GeoVision, including damage caused by shipping;
- b) the Product has been damaged from exposure to moisture, dampness, weather conditions, an Act of God, or improper use of any electrical source, or the connection to other products not recommended for interconnection by GeoVision;
- c) the Product has defects or damage caused due to computer virus attack;
- d) the Product serial number has been removed, defaced or altered; or
- e) the Product has been sold by an unauthorized distributor or retailer.

Disclaimer of Warranty

Except as specified in this Warranty, all express or implied conditions, representations, and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, non-interference, accuracy of informational content, or arising from a course of dealing, law, or trade practice, are hereby excluded to the extent allowed by applicable law and are expressly disclaimed by GeoVision. To the extent an implied warranty cannot be excluded, such warranty is limited in duration to the express warranty period. Because some states or jurisdictions do not allow limitations on how long an implied warranty lasts, the above limitation may not apply. This warranty gives customers specific legal rights, and customer may also have other rights which vary from jurisdiction to jurisdiction. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Limitation of Liability

Regardless whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will GeoVision or its suppliers be liable for any lost revenue, profit or lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability or whether arising out of the use or inability to use the GeoVision Products or otherwise and even if GeoVision has been advised of the possibility of such damages. In no event shall GeoVision's liability to Customer, whether in contract, tort (including negligence), breach of warranty, or otherwise, exceed the price paid by Customer for the Software that gave rise to the claim or if the Software is part of another Product, the price paid for such other Product. Because some states or jurisdictions do not allow limitation or exclusion of consequential or incidental damages, the above limitation may not apply to you.

Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted any other product or service delivered by GeoVision. Customer acknowledges and agrees that GeoVision has set its prices in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties.

This Warranty shall be governed by and construed in accordance with the laws of state of California, without reference to or application of choice of law rules or principles. The United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.