

April 15, 2018

# Warranty Terms and Conditions

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# Warranty Terms and Conditions

**THIS IS A LEGAL AGREEMENT** between you and Door People Counters. **If you do not agree to the terms of this agreement, please promptly return the Product and accompanying items to Door People Counters with proof of purchase for a full refund.** Otherwise, by using the Product provided by Door People Counters, you agree to be bound by the terms of this agreement.

## Recitals

WHEREAS, Company has developed certain computer programs and related documentation and desires to grant Customer the right to use the Software.

WHEREAS, Customer wishes to use the Software and Hardware under the conditions of this Limited Warranty.

NOW THEREFORE, in consideration of the mutual promises set forth, the parties agree as follows:

## Warranty Coverage

Door People Counters Software and Hardware warranty obligations are limited to the terms set forth below:

This warranty applies to the original purchaser, including reseller, once each product is sold as evidenced by the first-user's bill of sale. Door People Counters warrants the original purchaser (the distributor) that the Door People Counters, enclosed with this Limited Hardware Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of **one (1) years** from the date of the original purchase ("Warranty Period"). This Limited Hardware Warranty also applies for People Counter, PoE Midspan Injector, Power Cable, and Ethernet Cable, if included with the Door People Counters on the date of the original purchase.

The original purchaser shall without undue delay notify Door People Counters of any defect which appears in accordance with FootfallCam' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a valid claim is received by Door People Counters within the Warranty Period, the sole remedy of the original purchaser and FootfallCam's sole and exclusive liability shall be limited to, at Door People Counters sole discretion, either repair of the hardware defect using new or refurbished replacement parts, or replacement of the product. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or twenty-eight (28) days, whichever is longer. When a product or part is exchanged all hardware or part thereof that is replaced shall become the property of Door People Counters.

## Hardware Return Procedures

If a Hardware Product or one of its component parts does not function as warranted during the warranty period, and such non conformance can be verified by Door People Counters, Door People Counters, at its election, will provide either return and replacement service or replacement with a refurbished part/unit for the Hardware Product under the type of warranty service Door People Counters designates for that Hardware Product. If the product fails due to a manufacturing defect in materials, it should be sent back to Door People Counters to get a proper diagnose and repair by Door People Counters Technical Support Team, free of charge, instead of outsider. Door People Counters Support Team should be get contacted at first moment if Door People Counters or any hardware of itself is suspected to be faulty unit.

**On Site Diagnose** - Once Door People Counters Support Team is acknowledged and notified, client will be assisted or guided on troubleshooting the problem through Skype session or direct call support, before the product is determined as faulty unit. After the product or any hardware of itself is judged as faulty unit, Door People Counters will send a new unit or certain part of faulted hardware to client as a replacement to reassure the product is got back to work. Client should send the faulty unit or part of the hardware back to Door People Counters or Door People Counters authorized reseller after the camera or faulty part is replaced.

**Product Diagnose** - Client is required to return the product back to Door People Counters or authorized reseller, allows Door People Counters Technician to diagnose the problem and repair the product. A new unit will be replaced **ONLY** if the unit is completely faulty. Door People Counters will either send a new unit, if the product is not repairable, or send back the original product to client once it has been repaired. However, the turnaround time is 6-8 weeks from the time Door People Counters receive the product until it is returned to client. In some cases, the product can be got back to client sooner. In some cases, it may take longer. During peak season, Door People Counters turnaround time can be longer than eight weeks. If the product needs to be sent out be cleaned, client may expect up to two additional weeks before it will be returned to you.

Faulty product will be repaired without any charge. If it is not repairable, or if the cost of repairing the item exceeds the cost of a new one, Door People Counters will replace a new unit for client. **\*Note: Shipping charges will be paid by client to send hardware to Door People Counters\***

## Exclusions and Limitations

This Limited Hardware and Software Warranty does not apply (a) if the product and Software have been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (i) covered in the documentation for the product or (ii) carried out with Door People Counters prior consent in writing, (b) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from Door People Counters, (c) to cosmetic damages, (d) if the product and Software has been tampered with, (e) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (f) if the product has had the model or serial number altered, defaced or removed, (g) to products that have been purchased "as is" and Door People Counters, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the product, (h) to any non-Door People Counters or any software (irrespective of whether it has been packaged and/or sold with an Door People Counters ) and/or Door People Counters purchased from an unauthorized distributor/reseller, (i) to damage that occurs in shipment or from improper storage or transportation, (j) to damages by any other cause not related to defective design, workmanship and/or materials. (k) if the Hardware or Software is operated with, or the error or defect is due to, any accessory, equipment, software or part not approved or sold by Door People Counters

## NOTE:

• If Door People Counters is to be used outdoors or in dusty, humid, or other hostile environments, it must be suitably protected. Further, Door People Counters specifically must be protected, whether in use or not, from exposure to direct sunlight or halogen light which may damage the camera image sensor. This applies to both indoor and outdoor use of the cameras.

## Disclaimer of Warranty

Failure to comply with any of the aforementioned requirements will invalidate this Limited Hardware Warranty.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER FOOTFALLCAM NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE FOOTFALLCAM PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, FOOTFALLCAM' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

## Applicable Law

**a. United Kingdom.** If you acquired the software in the United Kingdom, common-law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

**b. Outside the United States.** If you acquired the hardware and software in any other country, the laws of that country apply.

**LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

\*This Limited Hardware Warranty may be subject to FootfallCam' change at any time without prior notice.

## NO OTHER WARRANTIES

**The limited warranty is the only direct warranty from Door People Counters. Door People Counters gives no other express warranties, guarantees or conditions. Where allowed by your local laws, Door People Counters excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement.** If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.