

Axis Extended Warranty

Axis Data Management Corp.

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1 Axis Extended Warranty

For brevity, the word "Axis" in this document always represents Axis Data Management Corp.

This document describes the obligations of Axis with respect to products covered by an Axis Extended Warranty.

2 Applicability

No item or service sold by Axis is covered by an Axis Extended Warranty unless the warranty is explicitly listed in a purchase record. The purchase records for Axis Extended Warranties always specify a period of coverage, and the warranty implies no obligation of the specified period. Axis Extended Warranties are made available for specific products, in specific situations, for specific time periods, separately or bundled, as determined solely at the discretion of Axis, and all such specifications may be changed at any time. Axis may or may not offer Axis Extended Warranty coverage for a product at time of product purchase or any time thereafter. Regardless of when or how the warranty was obtained, Axis is obligated by the particulars of this agreement as it existed at the time of the warranty start date, for the time period specified. If the time period is specified as a duration without an explicit "begin date", the begin date is the documented shipping date of the covered product. Warranty terms on the individual purchase record, as well as product-specific warranties override the terms specified in this document.

3 Obligations

Axis warrants that for the entire time period covered by the warranty, all covered products and components are free from defects in material and workmanship and can operate or perform as specified in Axis product literature under normal use. This extended warranty extends only to the original user of the Product. If the problem is with a user-serviceable component of the purchased product, i.e., one which can be installed without any specialized skills or tools, Axis's remedial obligation pertains to this component only. Customer's sole and exclusive remedy and the entire liability of Axis under this extended warranty will be, at Axis's option, shipment of a replacement or a refund of the purchase price if the Hardware is returned to Axis, freight and insurance prepaid. Replacement parts used in Hardware replacement may be new or equivalent to new. In the event that Axis no longer stocks the item to be replaced, Axis shall substitute with a similar item which serves the purpose and is of similar or superior quality to the original. Axis's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Axis's then-current Return Material Authorization (RMA) procedures.

4 Restrictions

Axis's specified obligations do not apply if (a) the product has been altered other than as recommended in Axis literature or in a way that would accelerate wear or stress on the product, unless such alterations are performed by Axis or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Axis, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes.

5 Disclaimer of Warranty

Except as specified in this warranty section, 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, usage, or trade practice, are hereby excluded to the extent allowed by applicable law and are expressly disclaimed by Axis. 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. These warranties give customer 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.