FLIR Fire Service 2-5-10 Global Limited Warranty



Congratulations! You (the "Purchaser") are now the owner of a new FLIR world-class Fire Service product (the "Product"). All new Qualifying Products (see Section 2, QUALIFYING PRODUCTS) purchased from FLIR Commercial Systems, Inc. and its affiliates ("FLIR") or from an authorized FLIR reseller, and properly registered are eligible for extended warranty coverage under FLIR's industry-leading Fire Service 2-5-10 Global Limited Warranty (the "2-5-10 Limited Warranty"), subject to the terms and conditions in this document

PLEASE READ THIS DOCUMENT CAREFULLY; IT CONTAINS IMPORTANT INFORMATION ABOUT THE PRODUCTS THAT QUALIFY FOR COVERAGE UNDER THE 2-5-10 LIMITED WARRANTY, PURCHASER OBLIGATIONS, HOW TO ACTIVATE THE WARRANTY, WARRANTY COVERAGE, AND OTHER IMPORTANT TERMS, CONDITIONS, EXCLUSIONS, AND DISCLAIMERS.

- 1. PRODUCT REGISTRATION. To qualify for FLIR's 2-5-10 Limited Warranty, Purchaser must fully register the Qualifying Product directly with FLIR at www.flir.com WITHIN SIXTY (60) DAYS of the date the Qualifying Product was purchased by the first retail customer (the "Purchase Date"). QUALIFYING PRODUCTS THAT ARE NOT REGISTERED ON-LINE WITHIN SIXTY (60) DAYS OF THE PURCHASE DATE WILL HAVE A LIMITED ONE (1) YEAR WARRANTY FROM THE ORIGINAL DATE OF PURCHASE.
- 2. QUALIFYING PRODUCTS. Upon registration (see Section 1, PRODUCT REGISTRATION), the following uncooled handheld Fire Service products belonging to the original purchaser qualify for coverage under FLIR's 2-5-10 Limited Warranty: K2, K33, K45, K53, K55, and K65 handheld uncooled thermal cameras (the "Qualifying Products").
- **3. WARRANTY PERIODS.** The 2-5-10 Limited Warranty has three separate periods of warranty coverage (the "Warranty Period"), depending on the camera part:
 - Product batteries are warranted for a period of two (2) years from the Purchase Date:
 - Product components (excluding batteries and sensors) are warranted for a period of five (5) years from the Purchase Date; and,
 - Uncooled thermal camera sensors are warranted for a period of ten (10) years from the Purchase Date.

Any Qualifying Product that is repaired or replaced under warranty is covered under this 2-5-10 Limited Warranty for one hundred eighty days (180) days from the date of return shipment by FLIR or for the remaining duration of the applicable Warranty Period, whichever is longer.

- 4. LIMITED WARRANTY. In accordance with the terms and conditions of this 2-5-10 Limited Warranty, and except as excluded or disclaimed in this document, FLIR warrants, from the Purchase Date, that all Qualifying Products will conform to FLIR's published Product specifications and be free from defects in materials and workmanship during the applicable Warranty Period. PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY, AT FLIR'S SOLE DISCRETION, IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS IN A MANNER, AND BY A SERVICE CENTER, AUTHORIZED BY FLIR. IF THIS REMEDY IS ADJUDICATED TO BE INSUFFICIENT, FLIR SHALL REFUND PURCHASER'S PAID PURCHASE PRICE AND HAVE NO OTHER OBLIGATION OR LIABILITY TO BUYER WHATSOEVER.
- 5. WARRANTY EXCLUSIONS AND DISCLAIMERS. FLIR MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PURCHASER HAS NOTIFIED FLIR OF ITS INTENDED USE FOR THE PRODUCTS), AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

THIS WARRANTY EXPRESSLY EXCLUDES ROUTINE PRODUCT MAINTENANCE AND SOFTWARE UPDATES. FLIR FURTHER

EXPRESSLY DISCLAIMS ANY WARRANTY COVERAGE WHERE THE ALLEGED NONCONFORMITY IS DUE TO NORMAL WEAR AND TEAR OTHER THAN BATTERIES AND SENSORS,

ALTERATION, MODIFICATION, REPAIR, ATTEMPTED REPAIR, IMPROPER USE, IMPROPER MAINTENANCE, NEGLECT, ABUSE, IMPROPER STORAGE, FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS, DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), OR ANY OTHER IMPROPER CARE OR HANDING OF THE PRODUCTS CAUSED BY ANYONE OTHER THAN FLIR OR FLIR'S EXPRESSLY AUTHORIZED DESIGNEE.

THIS DOCUMENT CONTAINS THE ENTIRE WARRANTY AGREEMENT BETWEEN PURCHASER AND FLIR AND SUPERSEDES ALL PRIOR WARRANTY NEGOTIATIONS, AGREEMENTS, PROMISES AND UNDERSTANDINGS BETWEEN PURCHASER AND FLIR. THIS WARRANTY MAY NOT BE ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF FLIR.

6. WARRANTY RETURN, REPAIR AND REPLACEMENT. To be eligible for warranty repair or replacement, Purchaser must notify FLIR within thirty (30) days of discovering any apparent defect in materials or workmanship. Before Purchaser may return a Product for warranty service or repair, Purchaser must first obtain a returned material authorization (RMA) number from FLIR. To obtain the RMA number Owner must provide an original proof of purchase. For additional information, to notify FLIR of an apparent defect in materials or workmanship, or to request an RMA number, visit www.flir.com. Purchaser is solely responsible for complying with all RMA instructions provided by FLIR including but not limited to adequately packaging the Product for shipment to FLIR and for all packaging and shipping costs. FLIR will pay for returning to Purchaser any Product that FLIR repairs or replaces under warranty.

FLIR reserves the right to determine, in its sole discretion, whether a returned Product is covered under warranty. If FLIR determines that any returned Product is not covered under warranty or is otherwise excluded from warranty coverage, FLIR may charge Purchaser a reasonable handling fee and return the Product to Purchaser, at Purchaser's expense, or offer Purchaser the option of handling the Product as a non-warranty return.

7. NON-WARRANTY RETURN. Purchaser may request that FLIR evaluate and service or repair a Product not covered under warranty, which FLIR may agree to do in its sole discretion. Before Purchaser returns a Product for non-warranty evaluation and repair, Purchaser must contact FLIR by visiting www.flir.com to request an evaluation and obtain an RMA. Purchaser is solely responsible for complying with all RMA instructions provided by FLIR including but not limited to adequately packaging the Product for shipment to FLIR and for all packaging and shipping costs. Upon receipt of an authorized non-warranty return, FLIR will evaluate the Product and contact Purchaser regarding the feasibility of and the costs and fees associated with Purchaser's request. Purchaser shall be responsible for the reasonable cost of FLIR's evaluation, for the cost of any repairs or services authorized by Purchaser, and for the cost of repackaging and returning the Product to Purchaser.

Any non-warranty repair of a Product is warranted for one hundred eighty days (180) days from the date of return shipment by FLIR to be free from defects in materials and workmanship only, subject to all of the limitations, exclusions, and disclaimers in this document.

This Warranty and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Delaware, without giving effect to any conflicts of laws. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

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