

LIMITED WARRANTY, EXCLUSIONS AND DISCLAIMERS

In accordance with the terms and conditions of and except as excluded or disclaimed in this document, FLIR warrants that the Goods, at Delivery and for 365 days (Warranty Period), will conform to FLIR's published Product specifications and be free from defects in materials and workmanship. CUSTOMER'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 CUSTOMER'S PAID PURCHASE PRICE AND HAVE NO OTHER OBLIGATION OR LIABILITY TO BUYER WHATSOEVER.

WARRANTY EXCLUSIONS AND DISCLAIMERS. FLIR MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF BUYER HAS NOTIFIED SELLER OF ITS INTENDED USE FOR THE PRODUCTS), AND NON-INFRINGEMENT. ROUTINE PRODUCT MAINTENANCE, SOFTWARE UPDATES, AND CALIBRATION ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY.

FLIR FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY COVERAGE WHERE THE ALLEGED NONCONFORMITY IS DUE TO NORMAL WEAR AND TEAR, ALTERATION, MODIFICATION, REPAIR, ATTEMPTED REPAIR, IMPROPER USE, IMPROPER MAINTENANCE, NEGLIGENCE, ABUSE, IMPROPER STORAGE, FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS, DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), OR ANY OTHER IMPROPER CARE OR HANDLING OF THE PRODUCTS CAUSED BY ANYONE OTHER THAN FLIR OR FLIR'S EXPRESSLY AUTHORIZED DESIGNEE.

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

THE APPLICABLE WARRANTY DOES NOT HAVE THE EFFECT OF EXCLUDING OR LIMITING A CUSTOMER'S STATUTORY RIGHTS OR CONSUMER GUARANTEES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE STATUTE OR NATIONAL LEGISLATION. THIS WARRANTY COMPLIES WITH EU DIRECTIVE 1999/44/EC.

WARRANTY RETURN, REPAIR AND REPLACEMENT. To be eligible for warranty repair or replacement, Customer must notify FLIR within thirty (30) days of discovering of any apparent defect in materials or workmanship. Before Customer may return a Product for warranty service or repair, Customer 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 <http://www.flir.com/cs/warranty/>. Customer 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 Customer 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 Customer a reasonable handling fee and return the Product to Customer, at Customer's expense, or offer Customer the option of handling the Product as a non-warranty return.

NON-WARRANTY RETURN. Customer 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 Customer returns a Product for non-warranty evaluation and repair, Customer must contact FLIR by visiting <http://www.flir.com/cs/warranty/> to request an evaluation and obtain an RMA. Customer 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 Customer regarding the feasibility of and the costs and fees associated with Customer's request. Customer shall be responsible for the reasonable cost of FLIR's evaluation, for the cost of any repairs or services authorized by Customer, and for the cost of repackaging and returning the Product to Customer.

Any non-warranty repair of a Product is warranted for one hundred eighty (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.

