

### Hi Rise Camera

# **Extended Warranty Service Agreement**

This extended warranty (the "Plan") applies exclusively to the item(s) indicated on the original bill of sale that is specified to be warrantable and covered under this Plan, and sold in the United States by Hi Rise Camera, a Texas limited liability company (the "COMPANY").

### What Is Covered

The COMPANY will replace the original purchased Product specified on your order with a new or refurbished unit, provided such replacement is necessitated by product, operational, or mechanical failure during normal usage. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product.

### Terms:

The COMPANY agrees with the purchaser of the product(s) and this Plan (the "OWNER"), to cover manufacturer's defects in materials and workmanship that are the result of normal usage for a maximum coverage period of one (1) year after the manufacturer warranty has ended for a total of two (2) years from the date of the original Hi Rise Camera unit purchase. The Plan covers the Sony Camcorders HDR CX440 or CX405 and the Viewing Monitor, purchased as new and manufactured for use in the United States. The Plan begins on the expiry date of the Manufacturer's Warranty and is between COMPANY and the OWNER. This Plan pays for parts and labor for functional parts. Functional parts are those component parts that are critical to the performance of the product's essential function. Nonfunctional parts are those parts that are not critical, knobs, handles, straps or cosmetic parts. COMPANY will repair or replace the unit or any parts thereof, as required, subject to these terms and conditions. COMPANY is not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product. We will either replace the Covered Product or settle the claim monetarily.

# **Registration:**

This plan must be registered properly within 30 days of your invoice date. To register your plan, you may register by email by providing your order number, serial number for the camera and the date of purchase or telephone by calling (877) 305-1950. Failure to properly register this plan may restrict or eliminate full coverage benefits under this plan.

# To Arrange for Service:

Prior approval from COMPANY (Consumer Service Department) is required prior to the start of

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service. To initiate a claim please call the customer service desk at (877) 305-1950. Please have your Order Number available so our Customer Service Representative is able to quickly arrange for service.

# **General Conditions:**

The following terms and conditions will apply:

A. This Plan does not cover failure as a result of: misuse, abuse, rust or corrosion, spilled liquids or foreign objects found inside the equipment; repair of damage or loss caused by accident, theft, fire, flood, external causes such as, but not limited to any use of the product not authorized by the manufacturer.

- B. The maximum liability of this Plan for product replacement or repair shall not exceed the original purchase price for the identified product part.
- C. COMPANY reserves the right to repair or replace the covered product with a comparable feature model of like kind and quality. Product replacement under this Plan will fulfill this agreement in its entirety and will discharge all further obligations under this Plan and the Plan shall terminate.
- D. This Plan does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as labels, plastic, dents, scratches, chips, breakage, loss, rust or peeling.
- E. Plan coverage is provided for covered products only and does not cover any accessory such as power adaptors, special connective cables, mounts or remote controls.
- F. Any damage resulting from unauthorized replacement parts are not covered by this Plan. Any improper service or modifications made to the covered product shall terminate this Plan and COMPANY shall have no further obligations under this Plan.
- G. If no defect is found (no fault found) or repairs are denied based on the terms and conditions of the Plan, the OWNER will be responsible for all costs incurred.
- H. Replacement of batteries, lenses, filters or any products with a pre-determined life expectancy are excluded.
- I. Charges incurred for the following items are not covered by this Plan: shipping to and from the designated service center or data recovery.
- J. Any loss occurring during the manufacturer's Plan is excluded and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of this Plan is excluded.
- K. COMPANY is released from all liability due to indirect, consequential or incidental damages.
- L. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.

# **Limitations Of Coverage**

## This Contract Does Not Cover the following:

A. Service or replacement required as a result of any alteration of the equipment, or repairs made by anyone other than the COMPANY,

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- B. Damage or other equipment failure due to the failure to maintain the equipment according to the owner's manual instructions (except accidental damage from handling claims), abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, acts of God or other force majeure events.
- C. Service or replacement necessary because of improper storage, improper ventilation, reconfiguration of equipment, or the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements.
- D. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- E. Cosmetic damage such as, but not limited to scratches, dents, rust, stains.
- F. Nonfunctional parts such as, but not limited to, plastics or finishes.
- G. Pre-existing conditions (incurred prior to the effective date of coverage) known to you.
- H. Operational or mechanical failure which is not reported prior to expiration of this Contract.

### LIMITATION OF LIABILITY

Maximum liability under this Contract shall be the cost of: (I) one replacement with a Product of like grade and quality. This Contract provides for only the one-time replacement of the Product with another Product of like grade and quality. This Contract will expire at the time of this replacement or reimbursement for replacement or term expiration. We may, at our discretion, require the Product to be returned to Us (or Our designee) at your expense. The COMPANY reserves the right to replace Products with a remanufactured or refurbished Product.

The COMPANY WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

## **MANUFACTURER'S WARRANTY**

This Contract does not replace or change the terms and conditions of the manufacturer's warranty. If you have any questions, require customer service, or wish to report a claim, please contact (877) 305–1950.

### **CANCELLATION AND REFUND**

No cancellations or refunds for the purchase of this extended warranty will be honored.

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