



## Equipment Warranty

### 1. EQUIPMENT WARRANTY

1.1 PESA warrants its Equipment against defects in workmanship and materials for a specified Warranty Period, beginning from the date of equipment shipment from its facilities. Warranty Periods are listed by Product Category in Table 1, below.

1.2 This Statement of Warranty is an Agreement between you ("Buyer") and PESA specifying the terms, conditions and limitations of warranty coverage and product protection for Equipment sold and shipped by PESA.

**Table 1. Warranty Periods**

<b>Product Category</b>	<b>Warranty Period</b>
<b>SDI Routers</b> Fusion, Cheetah, Ocelot, Jaguar, Cougar, DRS Audio, SFP Modules	3 Yrs
<b>PESA Control Systems</b> PERC3000, PERC2000, Remote Control Panels (Smart & RCP)	3 Yrs
<b>Extenders/Converters</b> EasyPort, Vidblox, Vidblox HTR, Vidblox HTR OG, Secura HTR, Secura HTR OG, SFP Modules	3 Yrs
<b>PESA-PRO</b> All PESA-PRO devices	1 Yr
<b>openGear® Frames</b> PBS-OGX-FR-CN-P, PBS-OGX-FR-CNS-P, PBS-PS-OGX	1 Yr
<b>Multiviewer &amp; PESA Blade System Cards</b> BBG-1071-QS-A, All PBS-x processing and multiviewer cards and rear modules for use in openGear® Frames	3 Yrs
<b>IP Extenders/Converters</b> Secura IP & Secura KVM	1 Yr
<b>IP Servers &amp; Hardware</b> Server devices sold through PESA, including PERC3000-IP-x, with PESA IP software applications factory installed and required for operation, control and/or configuration of IP routing nodes and/or endpoints, unless a specific Warranty Period is stated for a particular server device	1 Yr
<b>PESA XStream (IP Video &amp; Streaming)</b> C22, C22-OG, C58, C11	1 Yr
<b>Products Not Manufactured by PESA</b> Including, but not limited to: IP network switches and other hardware devices sold through PESA, unless a specific Warranty Period is otherwise stated	1 Yr



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## **2. EXTENDED WARRANTY**

Buyer shall have the option of purchasing an Extended Warranty for the Equipment in one (1) year increments from and after the end of the Warranty Period for the Equipment at PESA'S warranty rates then in effect for such Equipment. Upon purchase of an Extended Warranty, the Warranty Period for such Equipment shall be deemed to be extended for each such one (1) year increment and the terms and conditions of this Agreement shall remain in full force and effect for such Extended Warranty Period.

## **3. LIMITATIONS**

**3.1** Regardless of Warranty Period, the sole warranty responsibility of PESA, and exclusive remedy for Buyer shall be replacement or repair of Equipment proven to be nonconforming to the applicable warranties during the Warranty Period. During the Warranty Period, nonconforming parts will be repaired or replaced at no charge with either new or remanufactured components. Labor to repair or replace parts under warranty will be performed at no charge at the PESA factory, or a PESA designated repair facility, only.

**3.2** The warranties provided herein shall be void and do not apply, if in the reasonable judgment of PESA, Equipment has been damaged by improper use or application, abuse or neglect, improper maintenance or repair, subjected to inappropriate environmental or operational conditions, serviced by third parties without consent or authorization of PESA, or whose serial number plate has been removed or defaced.

**3.3** THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PESA, BE LIABLE TO BUYER, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH BUYER FOR ANY LIABILITY OR CLAIM FOR LOSS OF PROFITS, INCOME, SAVINGS, LOSS OF USE, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, EVEN IF PESA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT PESA LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE EQUIPMENT PURCHASE PRICE.

## **4. TERM AND TERMINATION**

**4.1** The term of this Warranty shall commence on the date of shipment of the Equipment from PESA unless otherwise specified and continues until expiration of the initial Warranty Period specified for the Equipment or the expiration of any Extended Warranty coverages that may have been purchased through PESA for the Equipment.

**4.2** PESA shall have the right to terminate this Warranty if Buyer fails to pay any fees or other amounts when due under any agreement between the Buyer and PESA (or any affiliates of the Buyer, as applicable) in connection with the Equipment and such breach is not cured within thirty (30) days after written notice of such failure to pay is given to Buyer by PESA.

## **5. GOVERNING LAW.**

This Warranty shall be governed and interpreted by the laws of the State of Alabama, excluding its choice of law provisions. The courts having jurisdiction in Madison County, Alabama shall be the exclusive appropriate venue and jurisdiction for the resolution of any disputes related to or arising from this Warranty. Both parties hereby consent to such personal and exclusive jurisdiction.

## **6. ENTIRE AGREEMENT**

This Warranty contains the entire agreement between PESA and the Buyer relating to the subject matter of this Warranty and supersedes any previous understandings or agreements, whether written or oral, in respect of such subject matter. PESA expressly limits the terms of this Warranty to the terms of this Warranty, and any additional or conflicting terms or conditions related to any purchase order or other Buyer documentation shall not form a part this Warranty, and is hereby objected to.



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## **7. OBTAINING WARRANTY SERVICE**

In the unlikely event of technical difficulties, please call PESA Technical Support.

1-256-726-9222 or 1-800-323-7372

or email: [support@pesa.com](mailto:support@pesa.com)

Ask for Technical Support and one of our Service Engineers will provide telephone support and make arrangements for any warranty exchange or repair orders that may be needed.

If possible, retain the original packing material for use in the unlikely event that your equipment must be returned to the PESA factory. When shipping your equipment, the shipping charges must be prepaid; you may use the shipping method of your choice. The repaired unit will be returned to you freight collect.

*Revised January 2020*