

## **Cascadia DVRT Warranty**

This is a legal agreement between you (an individual or an entity) and Cascadia Video Products, LLC. If you do not agree to the terms of this agreement, please return the product and accompanying items (including written materials and other containers) to the place you obtained them for a full refund within 30 days of your purchase.

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**Limited Warranty.** Cascadia Video Products, LLC warrants the Software to perform substantially in accordance with the accompanying written materials and will be free of defects in materials and workmanship under normal use and service for a period of 4 years from the date of receipt. Any implied warranties on the Software are limited to 4 years. Some states do not allow limitations on the duration of an implied warranty, so the above limitations may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

**No Other Warranties.** Cascadia Video Products, LLC disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software, the accompanying written materials, and any accompanying hardware.

**No Liability for Consequential Damages.** In no event shall Cascadia Video Products, LLC or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the Software, even if Cascadia Video Products, LLC has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitations of consequential or incidental damages, the above limitations may not apply to you.

**U.S. Government Restricted Rights.** The Software and documentation are provided with Restricted Rights. Use or Duplication by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause as DFARS 252.227-7013 or subparagraphs (c)(1), (2) and (3) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable, and any amendments thereto. Manufacturer is Cascadia Video Products, LLC Laws of the State of Washington govern this agreement.

**What This Warranty Does Cover.** Cascadia Video Products, LLC (the “Company”) warrants to the Original Purchaser that the Company's PC based DVRT's are free from defects in workmanship or material under normal use and service for a period of 4 years. This warranty commences on the date of delivery of the hardware to the Original Purchaser. This warranty covers the following components: Motherboards, CPU's, RAM, DVD-RW's, Video Display Adapters, Hard Drives and Capture Cards. PC Power Supplies are warranted for 2 years.

**The Company's Obligations Under This Warranty.** During the warranty period, the Company agrees to repair or replace, at its sole discretion, without charge to Original Purchaser, any defective component part of the hardware. To obtain service, Original Purchaser must return the hardware to the Company in an adequate container for shipping. All defective products must be returned to the Company within 30 days of failure. Products must be returned with a description of the failure and Return Merchandise Authorization (RMA) number supplied by the Company. To receive an RMA number and obtain assistance on where to deliver the hardware, call the company where you purchased the product or call (509) 235-5360. The postage, shipping and insurance charges incurred in shipping to the Company will be paid by Original Purchaser and all risk for the hardware shall remain with the Original Purchaser until such time as Company takes receipt of the hardware.

Upon receipt, the Company will promptly repair or replace the defective unit. The Company will return said unit to Original Purchaser, postage and shipping prepaid by the Company for a period of two years. The Company may use reconditioned or like new parts or units, at its sole discretion, when repairing any hardware. Repaired products shall carry the same amount of outstanding warranty as from original purchase, or ninety (90) days whichever is greater. Any claim under the warranty must include dated proof of purchase or invoice. In any event, the Company's liability for defective hardware is limited to repairing or replacing the hardware.

**What the Warranty Does Not Cover.** This warranty is contingent upon proper use of the hardware by Original Purchaser and does not cover if damage is due to accident, unusual physical, electrical or electromechanical stress, modification, neglect, misuse, failure of electric power, air conditioning, humidity control, transportation, operation with media not approved by the Company, or tampering with or altering of the hardware, opening the case without approval from approved Cascadia Video Products, LLC Technical Support Personnel. This warranty is Void if the DVRT is not connected to the Surge Protector provided with each DVRT.

**Length of the Warranty.** The warranties given herein, together with any implied warranties covering the hardware, including any warranties of merchantability or fitness for a particular purpose, are limited in duration to four years from the date of delivery to Original Purchaser. Jurisdictions vary with regard to the enforceability of warranty limitations, and you should check the provisions of your local jurisdiction to find out whether the above limitation applies to you.

**Limits on the Company's Liability.** The Company shall not be liable to you for loss of data, loss of profits, lost savings, special, incidental, consequential, indirect or other similar damages arising from breach of warranty, breach of contract, negligence, or other legal action even if the Company or its agent has been advised of the possibility of such damages, or for any claim brought against you by another party. Jurisdictions vary with regard to the enforceability of provisions excluding or limiting liability for incidental or consequential damages. You should check the provisions of your local jurisdiction to find out if the above exclusion applies to you.

This warranty allocates risks of product failure between Original Purchaser and the Company. The Company's hardware pricing reflects this allocation of risk and the limitations of liability contained in this warranty. The warranty set forth above is in lieu of all other express warranties, whether oral or written. The agents, employees, distributors, and dealers of the Company are not authorized to make modifications to this warranty, or additional warranties binding on the Company. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by the Company and should not be relied upon.

This warranty gives you specific legal rights. You may also have other rights which vary from one jurisdiction to another.

## Technical Support

Cascadia Video Products, LLC is committed to providing you with superior technical and engineering support. Please have the following information available when you contact us:

A complete description of the problem

DVRT Model Number \_\_\_\_\_

DVRT Serial Number \_\_\_\_\_

Software Version \_\_\_\_\_

**By Mail:**

Cascadia Video Products, LLC

1321 2nd Street

Cheney, WA 99004

U. S. A.

**By Phone:**

Phone: (509) 235-5360

Fax: (509) 235-5363