Ensuring peak performance and maximum return on investment over the life of your equipment.

We will deliver this by
• Proactively maintaining your equipment to maximize availability
• Optimizing solutions to meet your unique applications.
• Enhancing user skills by providing access to product and application experts.

VISION RESEARCH HARDWARE WARRANTY:

Complete Agreement:
The terms and conditions contained herein constitute the sole and entire agreement between the parties and are the only basis upon which Vision Research, Inc. (“Vision Research”) offers to service or repair equipment (“Equipment”) of buyer (“Buyer”), unless otherwise agreed to in writing signed by a duly authorized representative of Vision Research. Buyer’s terms and conditions shall be of no effect to the extent that they are inconsistent with or in addition to these terms and conditions, and notwithstanding anything to the contrary in Buyer’s purchase order, by authorizing the purchase of product and/or services or paying the associated invoice, Buyer accepts all of Vision Research’s terms and conditions set forth herein.

Representations and warranties made by any person, including dealers and representatives of Vision Research, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Vision Research, unless reduced to writing and approved by an expressly authorized officer of Vision Research.

Warranty:
Vision Research, Inc. (“VRI”) warrants that when properly installed and used under normal conditions, each product (other than software/firmware provided to you under license) (the “Hardware”) shall be free from defects in material and workmanship for a period of twelve (12) months from the original date of shipment. NO ADDITIONAL WARRANTIES WHATSOEVER ARE MADE BY VRI. Claims under this Limited Warranty must be made within the applicable warranty period. If defects in material or workmanship appear during this period, contact Vision Research to obtain a Return Material Authorization number (RMA#) and instruction on how and where to return the hardware. VRI will inspect such returned Hardware promptly to determine the existence of a defect in material or workmanship and the responsibility therefor, if any. If VRI determines that a defect exits and such defect is covered by this Limited Warranty, the Hardware will be repaired or replaced as provided herein. This Limited Warranty covers only defects arising under normal use and do not include cosmetic damage and malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by VRI to have been caused by you. Except as expressly provided otherwise in writing by VRI, this Limited Warranty on the Hardware is granted only to you and is non-transferable. AFTER EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, THE HARDWARE IS PROVIDED “AS IS,” WITHOUT ANY WARRANTIES WHATSOEVER. VRI EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY WAIVE, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE AND ACCURACY OF INFORMATIONAL CONTENT. VRI DOES NOT WARRANT THAT THE HARDWARE WILL MEET YOUR REQUIREMENTS OR THE OPERATION OF THE HARDWARE. THE ENTIRE RISK OF THE HARDWARE’S QUALITY AND PERFORMANCE IS WITH YOU. UNDER NO CIRCUMSTANCES SHALL VRI,
ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) ARISING FROM THIS LIMITED WARRANTY OR THE USE OF THE HARDWARE, WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE HARDWARE, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF VRI OR ANY OTHER PARTY, EVEN IF VRI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS VRI’S ABILITY TO DISCLAIM ANY WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW. Some states, provinces and countries do not allow the exclusion or limitation of special, incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights, which vary among states, provinces, or countries. This Limited Warranty is valid in the U.S., Canada, the European Economic Area and such other countries which VRI has expressly agreed, in writing, to offer this Limited Warranty.

Your sole remedy for a claim under this Limited Warranty is the repair or replacement of the Hardware, at VRI’s option. You acknowledge that in making any such repairs to the Hardware, VRI may use parts that are new or reconditioned. VRI reserves the right to substitute functionally equivalent Hardware as a replacement. If VRI is unable to provide a replacement or substitute the Hardware or repair to the Hardware, your sole alternate remedy shall be a refund of payment rendered by you to VRI for the Hardware, exclusive of any costs for shipping and handling.

Taxes and Other Charges:
Should a claim against this or any warranty be filed, VRI will assume responsibility for any parts and labor required to fulfill their obligations. The Buyer shall pay all applicable rates, fees and similar charges imposed by governmental entities, whether federal, state or local.

Inspection and Acceptance:
Any new or serviced/repaired Equipment shall be inspected by Vision Research personnel prior to transit to the Buyer and shall be thoroughly inspected upon its receipt by Buyer. Buyer’s failure to reject any delivery of Equipment upon receipt shall constitute acceptance of that delivery and shall be deemed a waiver of any other right to reject or revoke acceptance. All claims arising from defective or damaged equipment, except where covered by applicable hardware and service warranties, shall be made within ten (10) days of receipt.

Exclusions:
Excluded from this warranty and not warranted by Vision Research in any fashion, either expressed or implied, are:
The AMECARE programs were developed to offer the ultimate in protection for your investment—at a price that you can afford. Available for all camera models*, these programs will ensure maximum return from your investment.

* Available for all camera models that have not yet been identified as obsolete. Currently Platinum and Gold coverage is reserved for North American customers only. Global roll out of the services is scheduled for 2012.

- Any and all shipping charges associated with a claim against this or any warranty
- Equipment not manufactured by Vision Research and/or not bearing the “Vision Research” brand label
- Labor or financial costs for removal or reinstallation of equipment associated with any and all warranty claims
- Any Equipment which has been disassembled, repaired, tampered with, altered, changed or modified by persons other than Vision Research’s own authorized service personnel, unless such service/repair by others is made with the written consent of Vision Research
- Defects or damage to Equipment resulting from wear, tear, misuse, negligence, improper storage, transit, non-performance of scheduled operator and maintenance tasks, battery leakage, or use of non-approved accessories, consumables or supplies
- Software programs
- Consumables, including but not limited to batteries, cables, lenses and lamps

Representations and warranties made by any person, including dealers and representatives of Vision Research, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Vision Research, unless reduced to writing and approved by an expressly authorized officer of Vision Research.

Administrator:
Vision Research Inc. will administer all responsibilities under this agreement.

Transfer:
This agreement is not transferable.

Insurance:
This is not an agreement of insurance, but merely a representation of reasonable and expected services to be provided by Vision Research Inc. to the Customer.

Focused
Since 1950, Vision Research has been shooting, designing, and manufacturing high-speed cameras. Our single focus is to invent, build, and support the most advanced cameras possible.

AMETEK Vision Research’s digital high-speed cameras are subject to the export licensing jurisdiction of the Export Administration Regulations. As a result, the export, transfer, or re-export of these cameras to a country embargoed by the United States is strictly prohibited. Likewise, it is prohibited under the Export Administration Regulations to export, transfer, or re-export AMETEK Vision Research’s digital high-speed cameras to certain buyers and/or end users.

Customers are also advised that some models of AMETEK Vision Research’s digital high-speed cameras may require a license from the U.S. Department of Commerce to be: (1) exported from the United States; (2) transferred to a foreign person in the United States; or (3) re-exported to a third country. Interested parties should contact the U.S. Department of Commerce to determine if an export or a re-export license is required for their specific transaction.