

## **Warranty for Seek AttackPRO Thermal Cameras** **Effective as of May 1, 2022**

Seek Thermal, Inc. ("Seek") provides the following five-year limited warranty ("Warranty") to the original end user purchaser ("You") of its AttackPRO thermal cameras and its included accessories ("Products"), excluding Li-ion batteries, that are purchased on or after May 1, 2022. Please read this Warranty carefully, as it provides You with important legal rights and is subject to limitations.

### **Product Registration**

You must register your Product with Seek within thirty (30) days of purchase to activate the warranty. You can register your product at: [www.thermal.com/register](http://www.thermal.com/register). You must attach or upload proof of purchase of the Product to receive Warranty support.

When You register your Product, and You are a resident of the United States or Canada, You will have the opportunity to purchase the Enhanced Warranty described below.

### **Standard Warranty**

Seek warrants that each new Product will be free from material defects in materials and workmanship when used in accordance with Seek's published guidelines for a period of FIVE (5) YEARS from the date of original purchase by You from an authorized Seek dealer.

Seek warrants that each new Li-ion battery pack will be free from material defects in materials and workmanship when used in accordance with Seek's published guidelines for a period of TWO (2) YEARS from the date of original purchase by You from an authorized Seek dealer.

Absent Seek's prior written consent, and except where prohibited by applicable law, the Warranty is nontransferable and is made only to You and in the country in which the Product was first purchased.

### **What is Not Covered by the Warranty**

This Warranty does not cover accessories not included with the Product or any other third-party products.

This Warranty does not apply to: (a) damage caused in shipping; (b) any cosmetic damage that does not affect the usage or performance of the Product; (c) damage caused by the failure to maintain the Product in accordance with Seek's written instructions; (d) damage caused by the usage of the Product in both a firefighter service environment and a non-firefighter service environment; (e) damage caused by improper storage or transportation; (f) damage caused by neglect or abuse; (g) water damage that caused by a damaged camera housing; or (h) normal wear and tear.

### **Avoidance of the Warranty**

This Warranty will be void if: (a) the Product is used with an unauthorized battery and/or battery charger; (b) any unauthorized repair or attempted repair of the Product is made; (c) the Product is altered or modified in any way from its original configuration; or (d) the Product serial number has been removed or altered.

## **Seek's Responsibility Under the Warranty**

If You make a valid Warranty claim, Seek will, at its sole option and discretion, (a) repair the Product using new or previously used parts that are equivalent to new in performance and reliability; or (b) replace the Product with a product that is at least functionally equivalent to the Product.

If Seek repairs the Product, it will be returned to You as originally configured when purchased, subject to applicable updates. You are solely responsible for your software, data, and settings.

Seek will pay return shipping charges for the return of the repaired or replaced Product to You.

A repaired Product assumes the remaining Warranty of the Product or ninety (90) days from the date of repair, whichever provides longer coverage for You. When a Product is replaced, any replacement item becomes Your property and the replaced item becomes Seek's property.

## **Obtaining Warranty Service**

This Section describes what you should do if You discover what you believe is a defect for Your Product.

If You are a resident of the United States, You should contact Seek customer support at [www.thermal.com/support](http://www.thermal.com/support) to obtain a return materials authorization ("RMA") number. You will need to provide Your name, email address, mailing address, contact telephone number, and the serial number(s) and proof of purchase of the Product in order to receive an RMA number. Once You have an RMA number, follow the steps below.

If You are not a resident of the United States, You should return the Product to the authorized Seek dealer where you purchased the Product. In which case, the dealer should obtain an RMA number and follow the steps below.

1. Packing. Once an RMA is issued by Seek, securely package and ship the Product to Seek. If possible, package and label the Product in its original packing.
2. Shipping to Seek. Seek will provide the sender with the ship to address when it provides the sender with the RMA number. The sender must include the RMA number on the outside of the packaging. The sender must include a letter on official letterhead with the return ship to address and a brief description of the defect, as well as a copy (not the original) of the proof of purchase. The sender is responsible for the cost of shipping and insurance. The sender assumes the risk of loss in the event the Product is lost or damaged during shipment from the sender to Seek. Seek must receive the defective Product within thirty (30) days from Seek's issuance of the RMA number to the sender.
3. Determination of Warranty Claim. Once Seek receives the Product from the sender, Seek will inspect the Product to determine whether the defect is covered under the Warranty.

3. (Continued) If Seek determines that the defect is covered by the Warranty, it shall repair or replace the Product as described under "Seek's Responsibility Under the Warranty" above. If Seek determines that the defect is not covered by the Warranty, it shall notify the sender of the Product and provide an estimate of how much it would cost to repair or replace the Product and ship it back to sender. Upon receipt of a purchase order or prepayment from the sender, Seek shall undertake the repairs (if applicable) and ship the repaired or replaced Product back to the sender. Seek assumes the risk of loss in the event the repaired or replaced Product is lost or damaged during shipment from Seek to sender.

### **Enhanced Warranty (United States and Canadian Residents Only)**

Residents of the United States and Canada may purchase an enhanced warranty ("Enhanced Warranty") within sixty (60) days of the purchase of a Product. The Enhanced Warranty may be purchased from an authorized Seek dealer or directly from Seek at [www.thermal.com/attackpro](http://www.thermal.com/attackpro).

Except as otherwise provided herein, the Enhanced Warranty has the same terms and conditions as the Warranty described above.

#### *Term of the Enhanced Warranty*

The Enhanced Warranty can be purchased with a five (5) year term which begins from the date of purchase of the Product.

#### *What is Not Covered by the Enhanced Warranty*

The exclusions to the Enhanced Warranty described below apply only to Products subject to the Enhanced Warranty, the exclusions described above under "What is Not Covered by the Warranty" above do not apply.

The Enhanced Warranty is applicable only to the thermal imager product and does not apply to included accessories. The Enhanced Warranty does not cover accessories not included with the Product or any third-party products.

The Enhanced Warranty does not apply to: (a) damage caused in shipping; (b) any cosmetic damage that does not affect the usage or performance of the Product; (c) damage due to the failure to maintain the Product in accordance with Seek's written instructions; (d) damage incurred by usage of Product in a non-firefighter service environment; or (e) normal wear and tear.

#### *Avoidance of the Enhanced Warranty*

The Enhanced Warranty will be voided for the same reasons the Warranty is voided as described under "Avoidance of the Warranty" above.

#### *Obtaining Enhanced Warranty Service*

Owners of an Enhanced Warranty for a Product should follow the process described in "Obtaining Warranty Service" above if they discover a defect with their Product.

Seek will acknowledge your Enhanced Warranty request within two (2) business days. Upon receipt, your Product(s) will be repaired and shipped from SEEK HQ within three (3) business days. If Product(s) covered by SEEK's enhanced warranty cannot be turned within five (5) business days, SEEK, at its discretion, will ship a new or refurbished Product to the sender.

#### **DISCLAIMER OF ALL OTHER WARRANTIES**

THE WARRANTIES DESCRIBED HEREIN STATES SEEK'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR PRODUCT DEFECTS, EXCEPT AS MAY BE PROVIDED BY APPLICABLE LAW.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE PERIOD OF THE APPLICABLE WARRANTY. SEEK DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SEEK OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

THESE WARRANTIES GIVES YOU SPECIFIC LEGAL RIGHTS AS SPECIFIED HEREIN, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT BY JURISDICTION. FOR A FULL UNDERSTANDING OF YOUR RIGHTS, YOU SHOULD CONSULT THE LAWS OF YOUR JURISDICTION.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL SEEK BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE PURCHASE, SALE, USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SEEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SEEK AND YOU HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS AND CONDITIONS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL SEEK'S LIABILITY TO YOU ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO THE AUTHORIZED SEEK DEALER BY YOU FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

#### **Effective Date**

This Warranty shall be in effect as of the date listed above and may be revised at any time by Seek. Any purchaser of a Product will only be bound by the version of the Warranty in effect at the time such purchaser purchased the Product. Any information You provide Seek under this Warranty is handled by Seek in accordance with the current version of its privacy policy at <http://www.thermal.com/privacy>.