

## DAKOTA MICRO, INC. LIMITED WARRANTY

Subject to the disclaimer, limitations and other directions stated hereafter, Dakota Micro, Inc. warrants that the Product will be free from defects in material and workmanship for periods as stated hereafter from the date of original purchase. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. THE EXCLUSIVE REMEDY OF THE BUYER IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT. EXCEPT AS STATED IN THIS WARRANTY, DAKOTA MICRO, INC. SHALL NOT BE LIABLE FOR ANY LOSS, INCONVENIENCE, OR DAMAGE, INCLUDING DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OF ANY OTHER LEGAL THEORY.** Any oral statements or representations made by anyone which are contrary to or at variance with the terms stated in this **LIMITED WARRANTY** are void.

Dakota Micro, Inc. will, at its option, either repair the defect or replace the defective Product or part thereof with a new or remanufactured equivalent at no charge to the purchaser for parts or labor for the period of three (3) years for AgCam® /EnduraCam® and InnoPro® cameras; two (2) years for AgCam®/ EnduraCam® monitors, and Wireless components; Twelve (12) Months for all Overview® and RazerCam™ Cameras & Monitors, cables and all other accessories.

The Dakota Micro, Inc. limited warranty periods outlined above apply throughout the United States and Canada only. A one (1) year maximum limited warranty for all Products applies to all other geographic locations unless otherwise stated in writing by Dakota Micro, Inc.

This limited warranty does not apply to any issues connected with appearance that have no relation to the performance of the Product nor to any Product the exterior of which has been damaged or defaced, which has been subjected to improper voltage or other misuse, abnormal service or handling, or which has been altered or modified in design or construction.

In order to enforce the rights under this limited warranty, the purchaser should follow the process set forth in the Product Warranty/Repair Process, and provide proof of purchase to Dakota Micro, Inc.

Neither the sales personnel of Dakota Micro, Inc. nor any dealer or any other person is authorized to make any warranties other than those described herein, or to extend the duration of any warranties beyond the time periods described herein.

The warranties described herein shall be the sole and exclusive warranties and remedies provided by Dakota Micro, Inc. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Dakota Micro, Inc. to the purchaser with respect to the Product, and shall constitute full satisfaction of all claims. In no event shall Dakota Micro, Inc. be liable or in any way responsible for any damages or defects in the Product which were caused by repairs or attempted repairs performed by anyone other than Dakota Micro, Inc.

Some states do not allow the limitation or exclusion of incidental or consequential damages, so said limitation may not apply to you.

Any action at law, suit in equity, or other judicial proceeding for the enforcement of any right provided for herein or otherwise, or with respect to any claim that a purchaser may have against Dakota Micro, Inc. shall be instituted only in the Courts of the State of North Dakota, either in the state district court located in Wahpeton, North Dakota or in Federal District Court located in Fargo, North Dakota. Without regard to conflicts of law principles, the laws of the state of North Dakota shall govern the interpretation and enforcement of the terms of this Limited Warranty and all aspects of the relationship between Dakota Micro, Inc., and the purchaser.

*This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.*

## Warnings

- 1) When selecting a camera system from Dakota Micro, Inc., be sure to utilize the appropriate system for your use. AgCam<sup>®</sup>, EnduraCam<sup>®</sup> and InnoPro<sup>®</sup> cameras are designed for high impact, moisture, vibration, and a variety of other rough conditions. OverView<sup>®</sup> and RazerCam<sup>™</sup> cameras and kit components are designed for light use, low vibration, and low moisture. OverView<sup>®</sup> and RazerCam<sup>™</sup> equipment is not warranted when used in situations outside of the above-mentioned parameters. We always request that customers keep in mind that our less expensive OverView<sup>®</sup> and RazerCam<sup>™</sup> product line is cheaper because it does not feature the reliability and durability of our AgCam<sup>®</sup> and EnduraCam<sup>®</sup> lines. The warranty available on these products reflects that durability.
- 2) To avoid electrical shock and maintain optimal functionality, do not open the enclosures. High voltage may be present and there are no user serviceable parts inside. All warranties will be void should any enclosures be tampered with in any way.
- 3) Do not use any harsh chemical solvents, cleaning agents or corrosive detergent to clean away dirt on the surface of the screen or lens.
- 4) On AgCam<sup>®</sup> and EnduraCam<sup>®</sup> products, the photo-chromic camera lenses have been made impact-resistant and have been drop-ball tested according to Sec. 3.84,21 CRF BUT ARE NOT UNBREAKABLE. Because they have been hardened chemically, they show no stress pattern. Inspect your lenses frequently. Chipped or scratched surfaces will reduce protection. Such lenses should be replaced only by the manufacturer.
- 5) Power to cameras is not interrupted by turning off monitor; 12v power source must be terminated when not in use to avoid battery drain. To avoid this problem be sure when hard wiring a unit, use a fused circuit.
- 6) Do not use your Dakota Micro, Inc. camera system for anything other than legal surveillance and observation uses. Dakota Micro, Inc. is not liable for any illegal or nefarious usage.

## Product Warranty/Repair Process

- 1) For Technical Support call 1 701-538-4403 OR email [techsupport@dakotamicro.com](mailto:techsupport@dakotamicro.com)
- 2) Technician will assist in troubleshooting product malfunction.
- 3) If product malfunction cannot be remedied and a repair is deemed necessary, Technician will issue a case number.

**IMPORTANT NOTE:** *The Technician will note if the repair APPEARS to be a warranty or non-warranty issue based on customer description of the issues at hand. No final determination can be made until inspection and testing of the equipment is completed at the factory.*

- 4) To ensure fast and effective repairs, customer is required to send:
  - Dakota Micro, Inc. product that technician has requested/deemed necessary in the proper diagnosis and repair of malfunction. This may include some or all components of the kit.
  - Original/Copy of purchase receipt.
  - For serialized items ONLY, if a copy of the original purchase receipt cannot be provided, then Dakota Micro, Inc. will use the product manufacture date.
  - Customer information, including return address, phone number & email address.
  - Case Number provided by Dakota Micro, Inc. technical support
  - Shipping and associated costs to ship product to Dakota Micro, Inc. factory to be borne by the customer unless otherwise specified.
- 5) Customer should mail product to:

Dakota Micro, Inc.  
Case # XXXX  
8659 148 ½ Ave. SE  
Cayuga, ND 58013
- 6) Upon receipt and evaluation of product at Dakota Micro, Inc. factory, it will be established if the repair is warranty or non-warranty. Customer will be notified of any applicable charges.
- 7) If the repairs are deemed non-warranty and require a service/repair fee of any kind, a credit card number will be required.
- 8) If customer is unable to be contacted over the course of 3 weeks regarding required non-warranty repairs, product will be held for 30 days and, if no response from customer, product will be discarded.
- 9) Any product returned without proper documentation may be returned at customer's expense.
- 10) Product returned with unconfirmed problems may be assessed an evaluation fee of up to \$60 per unit.
- 11) Return shipping costs will be borne by the party at fault; in other words, if Dakota Micro, Inc. determines that the defective product was covered under warranty, Dakota Micro, Inc. pays the shipping charges. If Dakota Micro, Inc. determines that it was the customers fault, the customer will pay shipping charges. If a particular circumstance cannot be determined than the cost of shipping charges will be decided on a discretionary basis depending on the situation at hand.