

## Tenebraex Corporation D7 Digital Camera Limited Warranty

**1. Standard Limited Warranty.** Tenebraex Corporation (“Tenebraex”) has developed the Digital Windows Digital Camera (the “Camera”), which consists of equipment components from Tenebraex and third parties (“Hardware”), software developed by Tenebraex (“Software”) and third party open source software (“OS Software”). Tenebraex undertakes different commitments for each of these items, as described below.

**2. Conditions.** A copy of a valid bill of sale, receipt or other proof of purchase from an authorized reseller or distributor containing the date of original purchase must be presented to obtain warranty service. In addition, the Camera must be protected from exposure to direct sunlight and halogen light (which may damage sensors) and must be suitably protected when used outdoors or in dusty, humid or other hostile environments. There is no warranty coverage if these rules are not observed.

### 3. Hardware

**a. Limited Warranty:** Tenebraex warrants that the Camera’s Hardware components shall be free of defects in design, material and workmanship for a period of 2 years from the date of purchase, provided the Hardware is operated under the normal operating conditions for which it was designed. Tenebraex’s sole liability, and customer’s exclusive remedy, under this warranty shall be the following: Provided Tenebraex receives written notice during the 2-year warranty period that a Hardware component does not conform to this warranty and the Camera or component is returned to Tenebraex within 30 days thereafter (accompanied by proof of purchase), Tenebraex shall, in its sole discretion, either repair the defective Hardware, replace the defective component (or entire Camera) with new or refurbished Hardware, or provide a full refund of the price paid. All repaired or replaced Hardware carries a warranty equal to the remainder of the original warranty or, if greater, 90 days. Any replaced components shall become the property of Tenebraex.

**b. Return Process:** Hardware may only be returned with the prior approval of Tenebraex. All approvals shall reference a Return Material Authorization (RMA) number issued by authorized Tenebraex service personnel. To obtain a valid RMA number, please contact the Tenebraex Technical Assistance Center (TAC) Monday through Friday 9am–5pm EST. See below for the most convenient way to reach the TAC. RMA numbers are vital to ensure the proper handling and repair/replacement of your returned product. Cameras returned to Tenebraex without a valid RMA number may be refused and returned to the shipper’s address. Cameras or components returned for warranty service must contain dated proof of purchase, be properly packaged to prevent damage, and be delivered to a common carrier FOB Tenebraex’s facility in Boston, Massachusetts.

**You must register your camera(s) at [customer.scallopinaging.com](http://customer.scallopinaging.com) in order to obtain an RMA number.**

Then contact the Tenebraex Technical Assistance Center (TAC) in one of the following ways:

- Call +1-617-849-6400, or;
- Send an email to [support@scallopinaging.com](mailto:support@scallopinaging.com)

**When requesting an RMA number, be sure to include the following information to expedite your request.**

- Camera type
- Camera Serial number
- Return Shipping address
- Contact name (must be located at the shipping address)
- Contact Phone number
- Contact Email address

**Transportation costs**, if any, incurred in returning a defective Hardware to Tenebraex shall be paid by Tenebraex. However, if Tenebraex determines that the item is not defective, or if the dysfunction results from an Uncovered Condition (see below), Tenebraex may charge the customer for transportation costs. Any shipping costs incurred for Hardware returned after the Warranty Period has expired shall be the responsibility of the customer.



**4. Software.** The embedded Tenebraex Software incorporated in or accompanying the Camera and any separate magnetic media on which it may be contained are warranted to perform in substantial compliance with the specifications contained in the User's Documentation for 90 days from the date of purchase. Tenebraex's sole liability, and customer's exclusive remedy, for any breach of this warranty is that, if the problem is described in writing during the 90-day warranty period, Tenebraex will repair or replace the item, or at its election provide a full refund in exchange for return of the Camera.

**5. OS Software.** The OS Software incorporated in or accompanying the Camera, and any separate magnetic media on which it may be contained, ARE PROVIDED AS-IS AND WITHOUT ANY WARRANTY, REPRESENTATION OR CONDITION (WHETHER BY TENEBRAEX OR A THIRD PARTY).

**6. Limited Warranty; Exclusive Remedy.** THE LIMITED WARRANTIES FOR THE HARDWARE AND SOFTWARE DESCRIBED IN THIS DOCUMENT ARE THE ONLY WARRANTIES MADE FOR THE CAMERA, INCLUDING ALL COMPONENTS, SOFTWARE AND ACCOMPANYING MATERIALS. TO THE EXTENT ALLOWED BY LAW, NO OTHER WARRANTY, REPRESENTATION OR CONDITION APPLIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT.

IN NO EVENT SHALL TENEBRAEX BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR DAMAGE TO ANY EQUIPMENT, LOSS OF REVENUE, LOSS OF BUSINESS, COST OF COVER, REPLACEMENT GOODS, OR FOR ANY OTHER LOSS RESULTING FROM THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE CAMERA.

THE REMEDIES OF REPAIR, REPLACEMENT OR REFUND FOR WARRANTED COMPONENTS AND SOFTWARE, AS STATED IN THIS DOCUMENT, ARE THE EXCLUSIVE REMEDIES, AND TENEBRAEX'S SOLE LIABILITY, FOR ANY BREACH OF WARRANTY.

Certain jurisdictions do not allow the disclaimer of implied warranties or the exclusion of consequential damages, so the above limitations and exclusions may not apply to you in all cases.

**7. Uncovered Conditions.** In no event shall the limited warranty cover, or shall Tenebraex be liable to repair or replace, Hardware, Software or components that encounter problems or fail to function properly due to (i) accident, act of God, neglect or misuse, or deterioration due to ordinary wear and tear; (ii) use with items not provided or approved by Tenebraex, (iii) unauthorized modifications, adjustments, repairs or servicing; (iv) cosmetic damages; (v) operation under other abnormal conditions; or (vi) failure to observe the above Conditions.

**8. Law.** This Limited Warranty is governed by the laws of the Commonwealth of Massachusetts, USA.