BirdDog Australia Pty. Ltd.



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# **General Warranty Terms and Conditions**

# Introduction

BirdDog manufacture integrated hardware and software solutions for use in Video Processing, Transmission, and Recording. Our products are manufactured in accordance with strict quality assurance procedures and designed to perform as advertised in terms of features and performance.

As part of the product lifecycle of any BirdDog product we may offer from time-to-time firmware or software patches to enhance functions, stability, or compatibility. These firmware updates are offered as a courtesy service and fall outside of any implied or statutory service agreement unless otherwise required.

The standard warranty period and level of cover for each product line is outlined below.

Product Line	Duration	Level of Cover
Converter products including but not limited to: BirdDog Studio, Mini, Flex family and 4K Pro Family	12 months from purchase	Manufacturing defects excluding user-caused faults such as incorrect power delivery, mishandling, disassembly, or any other misuse.
P-Series PTZ Cameras purchased prior to March 1st, 2023 including, but not limited to: BirdDog P100, P110, P120, PF120, P200, P240, P400, P4K.	24 months from purchase	Manufacturing defects excluding user-caused faults such as incorrect power delivery, mishandling, disassembly, or any other misuse.
P and X-Series PTZ Cameras purchased after March 1st, 2023 including, but not limited to: BirdDog P100, P110, X120, P120, PF120, P200, P240, P400, P4K.	60 months from purchase	Manufacturing defects excluding user-caused faults such as incorrect power delivery, mishandling, disassembly, or any other misuse.
A-Series PTZ Cameras Including but not limited to: BirdDog Eyes A200, A300	12 months from purchase	Manufacturing defects excluding user-caused faults such as incorrect power delivery, mishandling, disassembly, or any other misuse.
Keyboard controller	24 months from purchase	Manufacturing defects excluding user-caused faults such as incorrect power delivery, mishandling, disassembly, or any other misuse.
Mounting hardware	In line with intended mounted device	Manufacturing defects excluding anything associated with physical installation including fixings, modifications, or incorrect or ineffective mounting.
Software	No implied warranty	Point releases provided free of charge for 12 months form date of purchase

# Accessing your product warranty

# Contacting support

If you believe your BirdDog product has an operational or manufacturing fault, please follow these simple steps to contact support to ascertain if a solution is available in the form of a firmware and/or software update, or if a warranty claim is required. BirdDog offers free of charge technical support for all products within their warranty period.

# 1. Raise a support ticket via the BirdDog Website:

- Please visit BirdDog.tv/support
- Press the SUBMIT NEW TICKET button
- Fill in the form providing important details such as the product model number, fault experienced, and date and place of purchase.
- A member of the BirdDog support team in your region will be in contact as soon as possible

#### 2. Raise a support ticket via email:

- Send an email to help@BirdDog.tv providing important details such as the product model number, fault experienced and date and place of purchase.
- A member of the BirdDog supper team in your region will be in contact as soon as possible

#### 3. Contact your original place of purchase:

• The original place of purchase will be able to contact BirdDog Support directly to begin the support process

#### **RMA Process**

Once a product support ticket has been raised as per the above process, a BirdDog support technician may determine that the product needs to be returned to BirdDog's local support centre for further investigation. This process is called a Return Material Authorisation (RMA).

# BirdDog will not accept any products returned to it's local support centre(s) without an accompanying RMA number shown on the outside shipping carton.

Once an RMA has been approved the following steps should be followed to ensure a swift resolution to your issue:

#### 1. Return the faulty unit to the service address provided in your RMA document:

- Always ship your BirdDog product in it's original packaging to avoid physical damage during shipping
- Tape camera Pan/Tilt mechanisms in PTZ cameras to avoid movement while in transit with masking, capstan or non-residue forming tape.
- Freight and insurance costs for goods being returned to the BirdDog service address is to be covered by the customer (you).
- Provide your BirdDog support agent with courier or freight tracking details if available.

2. Once your unit is received at a BirdDog service address an engineer will evaluate the product and replicate the issue, provided the product is deemed as covered by warranty the following remedies may be applied as determined solely by BirdDog:

- Re-flashing or reprogramming of firmware
- · Replacement of faulty parts
- Replacement of entire unit with a suitable, factory certified product of similar or better condition
- Replacement of entire unit with a new unit.

3. Upon successful repair and subsequent testing of the unit BirdDog will, at it's cost ship your repaired/replaced unit back to the original shipping address via the most practical and appropriate shipping method.

# Warranty Coverage

BirdDog's sole obligation is to supply (or pay for) all labour necessary to repair any product found to be defective within the warranty period and to supply, at no extra charge, new or rebuilt replacements for defective parts where necessary. If you fail to contact customer support and raise a support ticket detailing your product failure and/or continue to operate product against the recommendation of BirdDog support you have waived your right to warranty coverage and remedy.

# **Exceptions to Limited warranty**

BirdDog carries no liability or obligation to the customer with respect to any product requiring support during the warranty period which has been or is subjected to abuse, improper or undocumented use, physical negligence, accidental damage, physical or software modifications, attempted or non-authorised repair, smoke or vapour damage, non-following of maintenance guidelines or usage in any manner contrary to the user guide or documentation including usage outside of stated electrical and environmental brackets.

Products sold as 'B Stock', or 'Factory Refurbished' are not covered by this warranty statement and subject to the warranty offered at the time of sale.

All software and accompanying documentation is provided "AS IS" (i.e., without any warranty of any kind), except where expressly detailed in any documentation or license agreement provided specifically and accompanying the product.

# Customer details and privacy

BirdDog do not share end user customer details or data with any 3rd parties. As part of the warranty process BirdDog requires proof of purchase and other supporting documentation to ascertain ownership and eligibility for warranty purposes and allow communication for issues directly affecting the product purchase. This information is not used for any other purpose.

# **Product Registration**

Registration of any Product is voluntary. If your product has not been registered with BirdDog it does not affect or diminish your rights as outlined in this document in any way.

# **Extended Warranty**

BirdDog offers optional paid extended warranties for select hardware products. This extended warranty cover is limited to the scope as outlined in this warranty document for a further period of time as determined by the total of the original manufacturer warranty plus the period defined in the extension purchase.

The start date and duration of the combined warranty (standard warranty period plus extended warranty) begin from original equipment date of purchase. Extended warranties can only be purchased at the time of original equipment purchase and cannot be extended further.

# Warranty Disclaimer

EXCEPT FOR THE FOREGOING WARRANTIES, BIRDDOG HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE. BIRDDOG HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTY THAT THE PRODUCT IS COMPATIBLE WITH ANY COMBINATION OF NON-BIRDDOG PRODUCTS PURCHASER MAY CHOOSE TO CONNECT TO THE PRODUCT.

# **Limitation of Liability**

THE LIABILITY OF BIRDDOG, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL BIRDDOG BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.