

HYPERVSN

Limited Warranty

HYPERVSN Limited Warranty

This HYPERVSN Limited Warranty applies to HYPERVSN hardware products only (the “**Product**”).

HYPERVSN Limited Warranty is a voluntary manufacturer’s warranty. It provides rights separate to rights provided by consumer law. HYPERVSN Limited Warranty benefits are in addition to, and not instead of, rights provided by consumer law and it does not exclude, limit or suspend buyer’s rights arising from consumer law. Consumers have the right to choose whether to claim service under the HYPERVSN Limited Warranty or under their consumer law rights.

Kino-mo Ltd, trading as HYPERVSN (“**Kino-mo**” or “**we**”) warrants that each Product that you purchase is free from material defects in design, material and workmanship when used normally in accordance with provided guidelines during the warranty period (the “**Warranty Period**”). Guidelines include but are not limited to the information contained in technical specifications, operating manuals and service communications.

The Warranty Period shall be determined as follows:

	End-users*	Business-users**	
HYPERVSN SmartV Wall	24 months	12 months	Commencing on the initial activation date of the device on HYPERVSN Content Management System or in 3 months following the date the device is collected by the first carrier from Kino-mo, whichever occurs first
HYPERVSN SmartV Solo M / Solo L	24 months	12 months	Commencing on the initial activation date of the device on HYPERVSN Content Management System or in 3 months following the date the device is collected by the first carrier from Kino-mo, whichever occurs first
HYPERVSN SmartV Box 1	24 months	12 months	Commencing on the initial activation date of the device on HYPERVSN Content Management System or in 3 months following the date the device is collected by the first carrier from Kino-mo, whichever occurs first

* **Product operating by the End-user** – operating HYPERVSN Products by the End-user for its own internal use and while the displayed content belongs to such End-user.

** **Product operating by the Business-user** – operating HYPERVSN Products for profit or other benefit, where the ultimate benefit is derived from the HYPERVSN Product by the person other than the purchaser of the HYPERVSN Product and/or the displayed content does not belong to the purchaser of the HYPERVSN Product (e.g. rent and/or other modes of temporary use).

	End-users*	Business-users**	
HYPERSVN SmartV Box 6	24 months	12 months	Commencing on the initial activation date of the device on HYPERSVN Content Management System or in 3 months following the date the device is collected by the first carrier from Kino-mo, whichever occurs first
HYPERSVN SmartV Box 12	24 months	12 months	Commencing on the initial activation date of the device on HYPERSVN Content Management System or in 3 months following the date the device is collected by the first carrier from Kino-mo, whichever occurs first
HYPERSVN Display M	27 months	15 months	Commencing on the date the Product collected by the first carrier from Kino-mo, whichever occurs first
HYPERSVN Display L	27 months	15 months	Commencing on the date the Product collected by the first carrier from Kino-mo, whichever occurs first
Power module SmartV Power 1000	27 months	15 months	Commencing on the date the Product collected by the first carrier from Kino-mo, whichever occurs first
HYPERSVN Display MS / MS-L	12 months	12 months	Commencing on the initial activation date of the device on HYPERSVN Content Management System or in 3 months following the date the device is collected by the first carrier from Kino-mo, whichever occurs first
Accessories: All accessories listed at the corresponding section of Kino-mo website at hypersvn.com	10 days	10 days	Commencing on the date the accessory is delivered (DOA only*)

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	End-users*	Business-users**	
Field Replaceable Unit (parts that may be substituted without the Product disassembling, such as the cable, the optical cable, the SFP module, the charger, the remote control unit)	3 months or for the remaining portion of the original	3 months or for the remaining portion of the original	Commencing on the date the field replaceable unit is collected by the first carrier from Kino-mo
Special accessories, such as outdoor systems. Non functional (plastic parts, domes, some metal parts etc.) part	10 days	10 days	Commencing on the date the accessory is delivered (DOA only*)
Special accessories, such as outdoor systems. Functional (electrical) part	12 months	12 months	Commencing on the initial activation date of the device on HYPERVSN Content Management System or in 3 months following the date the device is collected by the first carrier from Kino-mo, whichever occurs first

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** **Product operating by the Business-user** - operating HYPERVSN Products for profit or other benefit, where the ultimate benefit is derived from the HYPERVSN Product by the person other than the purchaser of the HYPERVSN Product and/or the displayed content does not belong to the purchaser of the HYPERVSN Product (e.g. rent and/or other modes of temporary use).

I. If a defect in the Product arises during the Warranty Period:

During the Warranty Period, a Product will be repaired, replaced, or the purchase price refunded, at the sole option of Kino-mo. Kino-mo may use new or previously used parts that are equivalent to new in performance and reliability in repairing a Product, or replace the Product with the same new or previously used Product, or a Product with similar functionality formed from new and/or previously used parts that are equivalent to new in performance and reliability.

All replacement Products and parts: (i) are warranted for the remaining portion of the original Product's warranty or ninety (90) days, whichever is longer, and (ii) shall be delivered to you on the following conditions: shipping charges shall be paid by Kino-mo or its authorized service provider (the **"Service Provider"**); any taxes and duties associated with transportation of the replacement Products and parts shall be paid by you.

All replaced Products and parts must be returned to Kino-mo and shall become the property of Kino-mo; failure to return the replaced Product or part to Kino-mo within thirty (30) days of your receipt of the replacement Product or part may result in Kino-mo billing you for the replacement Product or part. When returning the replaced Products or parts, please: (i) request in advance a return material authorization (**"RMA"**) number from your seller or HYPERVSN Service Team at service@hypervsn.com; (ii) follow the boxing and return instructions carefully, otherwise you may be responsible for the possible damage occurred during the shipment; (iii) display the RMA number and all other necessary details (e.g., the name, phone number, address, email, purchase date) on the notice to be included along with the replaced Product or part; and (iv) prepay any shipping charges, taxes or duties associated with transportation of the replaced Products or parts to Kino-mo or its Service Provider, and you assume risk of loss during shipping.

To get the purchase price refunded, all of the following conditions must be met:

- (i) Request authorization to return and the RMA number from your seller or (if the Product is purchased directly from Kino-mo) HYPERVSN Service Team at service@hypervsn.com;
- (ii) Display the RMA number and all other necessary details (e.g., the name, phone number, address, email, purchase date) on the notice to be included along with the returned Product;
- (iii) Prepay any shipping charges, taxes or duties associated with transportation of the returned Product to your seller or Kino-mo, and you assume risk of loss during shipping;
- (iv) Returned Product must be in good physical condition (not physically broken or damaged), unless such physical condition is a direct consequence of the identified defect;
- (v) All accessories originally included with your purchase must be included with your return.

Please note, that authorization to return does not guarantee a refund. The purchase price shall be refunded upon receipt of the returned Product, provided you met all of the conditions set above.

II. Kino-mo will provide warranty service through one or more of the following options:

1. Field Replaceable Unit (**"FRU"**) service

- 1.1 Kino-mo or its Service Provider shall ship an FRU to you along with installation instructions, if applicable. You shall then install the FRU in accordance with such instructions.

1.2 All replaced parts must be returned to Kino-mo as set in HYPERVSN Limited Warranty.

1.3 Kino-mo is not responsible for any labour costs you incur relating to FRU service. Should you require any assistance, contact HYPERVSN Service Team at service@hypervsn.com.

2. Mail-in service

2.1 Your Product will be repaired or replaced upon its delivery to Kino-mo or its Service Provider (as instructed by HYPERVSN Service Team). After the Product has been repaired or replaced, it will be returned to you. You are responsible for Product's installation and verification of its operation.

III. This warranty does not apply to:

(a) Damage resulting from accident, misuse, abnormal use, abnormal conditions, neglect, negligence, unusual physical, electrical or electromechanical stress, use of excessive force or a metallic object when pressing enclosure or parts, or use contrary to any instructions issued by Kino-mo or (if there are none) good industry practice regarding the same;

(b) Damage resulting from improper storage, transportation, handling, testing, operation, maintenance, installation, service, or adjustment not furnished or approved by Kino-mo, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this HYPERVSN Limited Warranty;

(c) Damage resulting from external causes such as collision with an object, fire, flooding, liquid, dirt or sand, dampness, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source;

(d) Damage arising from modification, repairing or altering of the Product by any third party other than Kino-mo or its Service Provider (except for replacement of the Product's parts (rotor, stator, rays) in accordance with instructions received from Kino-mo);

(e) Uninterrupted or error-free operation of a Product;

(f) Loss of, or damage to, your data by a Product;

(g) Any software programs, whether provided with the Product or installed subsequently;

(h) Damage caused by any third-party product(s) used along with the Product (e.g. hardware, software, accessories, ancillary equipment, etc.), including those that Kino-mo may provide or integrate into the Product at your request;

(i) Any technical or other support, such as assistance with "how-to" questions and questions regarding Product set-up and installation;

(j) Scratches, dents and other cosmetic damage, unless caused by Kino-mo;

(k) Product where the serial number is removed, defaced, damaged, altered or made illegible;

(l) Defects arising out of normal wear and tear; or

(m) (with regard to the HYPERVSN device) Damage resulting from disassembling of the Product if the Product is initially supplied with the pre-assembled stator and rotor, unless the Product was disassembled in strict accordance with Kino-mo's instructions.

IV. Components not covered by this warranty

THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, MADE BY KINO-MO LTD WITH RESPECT TO THE FOLLOWING PARTS AND/OR SERVICES: OPTICAL CABLE, SFP MODULE.

V. Limitation of liability

Kino-mo is responsible for loss or damage to your Product only while it is in Kino-mo's or its Service Provider's possession, or in transit (if Kino-mo or the Service Provider is responsible for the transportation).

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL KINO-MO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANOTHER THEORY OF LIABILITY:

THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES; LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA;

SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS.

IN NO EVENT SHALL THE TOTAL LIABILITY OF KINO-MO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR ALL DAMAGES AND CLAIMS UNDER OR RELATED TO HYPERVSN LIMITED WARRANTY EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), OR OTHER DAMAGES FOR WHICH KINO-MO IS LIABLE UNDER LAW.

AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

VI. DOA only

Accessories, referred to as "DOA only" in the table above, shall be inspected upon delivery. If the accessory is found DOA, you have the right to reject such accessory during the period mentioned in the table above. Rejected accessory will be promptly replaced.

VII. General terms

Kino-mo may modify HYPERVSN Limited Warranty from time to time.

HYPERVSN Limited Warranty and any dispute or claim in connection with it shall be governed by the law of England. Any dispute, controversy or claim arising out of or relating to HYPERVSN Limited Warranty shall be settled by the courts of England and Wales.

HYPERVSN

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