

## WARRANTY

**Camera Installers Inc.** herein referred to as "CII" hereby warrants, subject to the conditions here in below, that should this product become defective by reason of improper workmanship or material defect during the specified warranty period, CI will repair the same, effecting all necessary parts without charge for either parts or labor, or replace the unit at CII's option.

Labor: ONE (1) Year from the date of original installation.

Limited Warranty:

1. All Camera(s), Recorder(s), and hardware are warranted against defects, by the manufacturer for 3 years.
2. Labor/ Installation of all products is warranted for 1 year
3. This warranty does not cover damage of any kind caused by misuse, abuse, negligence, fire or acts of God.
4. The warranty above is transferable to new business operators or homeowners.

## TERMS AND CONDITIONS

**1. General:** This is a legal agreement between **Camera Installers Inc.** and any customers who purchase goods and services from us. By signing this form, you agree to purchase the goods and services described herein, subject to the terms and conditions hereof. In this document:

"premises" means the address to which the goods and services are supplied;  
"you" and "your" means the owner/operator or owners/operators of the premises;  
"we", "our" and "us" means Camera Installers Inc.  
"goods" and "services" means respectively, the goods and services described herein.

**2. Owners/Operators Bound:** All promises made under this Agreement will commit you individually and with other-owners or operators of the premises. You certify that you have obtained the appropriate consent to enter into this Agreement on behalf of all other owners/operators, to the extent such consent is required.

**3. Third Party Providers:** Your camera system will utilize communication facilities provided by a third party. It is agreed that we assume no responsibility and we have no control over the maintenance or repair of communication facilities provided by third party suppliers and that any service calls made necessary as a result of a failure or malfunction of these facilities shall be chargeable to you at our current and usual service rates. We assume no liability for loss, damage, or personal injury to you or your premises.

**4. Limitations of liability:** We are not an insurer and our service are not intended to be a substitute for proper and adequate insurance. It will be extremely difficult to determine the actual damages that may result from our failure to perform our duties under these terms. You agree that Camera Installers Inc. and our agents, employees, and subcontractors are exempt from liability for any loss, damage, injury, or other consequence arising directly or indirectly from our service or equipment we provide. Under these terms even if caused by our negligence, gross negligence, failure to perform duties, strict liability, failure to comply with any applicable laws or other fault.

**5. Payment:** You agree to pay promptly pay, when required hereunder, all amounts due herein including the balance due on installation. You agree not to withhold or set-off any amount against any balance due. You authorize us to remove equipment applies where full payment has not been made for equipment being purchased by you or where equipment owned by us is installed on your premises.

**6. Overdue Amount:** Interest shall accrue on any amount due and owing from the date on which payment is due at the rate of 15% per annum and shall be payable on demand.

**7. Assignment:** We have the right to assign your account to any person, firm or corporation upon written notice to you. You may assign your obligations and rights for this service to any person, or corporation only with our written consent. There shall be no subrogation of any rights or obligations herein contained for any reason whatsoever.

**8. Ownership Of Goods:** Until payment is received in full, we own the goods. It shall remain our property even though it may become attached to the premises. Once we have received payment in full of all sums due, including payment of the purchase price, this Agreement will end subject to and limited to any warranty with respect to the goods and services we have provided.

**9. Camera Positioning:** The position and field of view are approximate and to be confirmed by our professional installer. Actual camera(s) field of view may vary significantly based on site conditions and specified method of installation. Camera placement may change at our discretion.

**10. Access To Premises:** You agree to allow us to enter the premises, as agreed, and at all reasonable times to install, inspect, repair, remove or replace the goods.

**11. Projected Installation Date:** You acknowledge and agree that, unless otherwise agreed in writing, and notwithstanding that the goods may be available for delivery from manufacturer or supplier, the projected installation date represents an approximate completion date, and the actual installation date may vary, at our sole discretion, acting reasonably, in accordance with our scheduling requirements and priorities, availability of labour, and weather permitting. We shall not be liable for failure to perform if prevented by reason of Acts of God, public enemies, storms, fires, strikes, shortage of labour, or for other causes beyond our control.

**12. Costs Related To Default And Enforcement:** You agree that you shall be liable for all costs incurred by us as a result of your default hereunder.

**13. Indemnification:** You agree to hold us and anyone connected with us blameless for any damages, injuries, or claims, related directly or indirectly to the installation of goods.

**14. Amendment:** This Agreement may be amended only with the written approval of both parties. ORAL REPRESENTATIONS OR WARRANTIES BY THE SUPPLIER OR ITS AGENTS SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT

**15. Severability:** In the event that any provision of this Agreement will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.

**16. Privacy Policy:** The Canadian Privacy Act Applies to the information that you provide to us. Please refer to our Privacy Policy on our website - [www.CameraInstallers.ca](http://www.CameraInstallers.ca) or you may request a copy of the policy by contacting our office.