



201 N. Elm St. Kemp, TX 75143 866-264-0041 / Fax 844-319-6612

# Terms and Conditions

## Standard Terms and Conditions of Sale

### Conditions

All orders or contracts are accepted with the understanding that they are subject to Enviro Cams ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Enviro Cams current manufacturing schedules, and government regulations, orders, directives and restrictions that may be in effect from time to time.

### Quotations

Written quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated on the face of the quotation. Quotes are subject to termination by notice within that period. Quotations are subject to correction in the event of clerical errors. Prices quoted are for specific quantities shown, released for manufacture and shipment at one time to one destination unless otherwise stated. Any change in the quantity of an order and/or split shipments are subject to price revision. Quotations are subject to change in the event complete specifications or requirements are not provided.

### Prices

Prices are subject to change without notice and orders calling for future shipment will be billed according to the price in effect at the time of shipment, unless otherwise specified.

### Taxes

Prices on the specified products are exclusive of all city, state and federal excise taxes, including without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

### Purchase Order

If this quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing.

### Packaging

Unless otherwise stated on the face of the quotation, all packaging will be in accordance with Enviro Cams standard practices for domestic and foreign shipments.

## **Shipment**

All prices are F.O.B. Enviro Cams factory locations (Kemp, Texas), unless otherwise stated. Method and route of shipment are at Enviro Cams discretion, unless the Buyer supplies explicit shipping instructions. When Buyer specifies method of shipment, any additional shipping expense will be charged to Buyer. Shipping charges are not intended to guarantee the delivery at or to destination. Identification of goods to the contract shall occur as each shipment is placed in the hands of the carrier.

Freight/shipping Charges are prepaid and added, unless a discrepancy is found during shipping (residential delivery when not disclosed to start with, additional handling charges due to an out of ordinary delivery address, etc). If any additional charges are found and added to the freight bill a subsequent invoice will be generated and payment will need to be made.

## **Shipping / Freight Damage**

Please inspect all items before signing for the shipment - Freight carriers are required to wait for you to inspect your complete order for damage. You have a choice with damaged freight, accept and note damage on the delivery bill before signing or refuse shipment completely. If you do not note damage at time of delivery you are responsible for filling freight claim with carrier. During the freight claim process you will be requested to provide pictures of the damage, we suggest you take these pictures as soon as possible unless you refuse the delivery.

## **Deliveries**

Deliveries shall be subject to, and contingent upon, strikes, labor difficulties, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Enviro Cams usual sources of supply, governmental decrees or orders, or without limiting the foregoing, any other delays beyond Enviro Cams reasonable control, and Enviro Cams shall not be liable for any loss or damage arising therefrom. Enviro Cams shall have the additional right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract or any part thereof, without any resulting liability. Shipments made within twenty (20) days after specified date of delivery shall constitute a good delivery. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise.

## **Cancellation**

An order once placed and accepted by Enviro Cams can be canceled only with Enviro Cams consent and upon terms that will indemnify Enviro Cams against loss.

## **Payment Terms**

Enviro Cams requires payment in full in advance of manufacture or shipment unless other arrangements have been made with Enviro Cams.

Payment Options for US and Canada



International orders require payment via Bank Wire

**\*\*Due to Fraudulent Customers we will no longer be able to advance replace ANY RMA equipment.**

**\*\*Camera/Equipment modifications of any kind, including cutting any of the cables**

**VOIDS WARRANTY**

**\*\*Removal or Destruction of serial number voids warranty.**

### **Warranty**

All of our products carry at least a 90 day full warranty. However, most of our products are 1 to 2 years and some even longer. Please review the products to see what warranties are included. The warranties do not include shipping damage, user misuse or abuse, user modified items or acts of God. Be sure to check shipping containers for possible damage upon receiving, just in case a UPS claim needs to be submitted.

Units not covered under warranty are repaired and invoiced for labor, parts and freight charges. Merchandise is not accepted for credit or repair without a Return Authorization Number. Only those companies originally invoiced by Enviro Cams may apply for equipment credit (no restrictions apply to repair requests if paying by credit card or secured check). All equipment shortages or damage must be reported within seven days of receipt of shipment. Equipment not manufactured by Enviro Cams is covered under the warranty specified by the respective manufacturer.

### **WARRANTY TERMS**

Your Enviro Cams Digital Video Server/Recorder has a Two Year Limited Warranty that covers parts & labor for all covered repairs, but if the case is opened, or modifications are made to the system, or unauthorized software is loaded onto the system, the warranty is voided. Certain items are not eligible for return for any reason. They are considered special build items. They include all PTZ cameras, all wireless components, and multi cam setups. They still have their full repair period covered under warranty.

We require that you keep the box and any closed cell Styrofoam that the server comes in. This way if you ever need to ship it back to us for any reason you'll already have the needed shipping material. If system is not shipped in original boxing the system will no longer be covered under warranty. If the unit is damaged in transit and it was not packed in the original packaging, you are responsible. If you ship any equipment back for any reason fully insure it. Freight companies rarely accept damage claims when the product was not packed correctly. We are not responsible for damage occurring during shipping.

If sending something back for credit, exchange or repair, you'll just need to repack it in the original packaging, and then call to get an RMA (Return Merchandise Authorization) number. Print this number clearly on the outside box and ship it back to us. If no RMA number is found on the box at delivery it will be refused and returned to you at your cost.

We require that all Enviro Cams Digital Server/Recorders be plugged into a UPS (Uninterruptible Power Supply) with surge protection, due to lightening strikes and power outages. A 900VA to 1200VA Unit is recommended. To ensure that your warranty is valid you

must use a UPS. Damage caused by lightning strikes, power surges and acts of GOD are not covered under warranty.

If you are sending cameras back to exchange them for a different lens, or a different camera you must have all the original packaging and items included with the camera (including but not limited to packaging, paperwork, screws, tools, leads, etc). Partial returns for exchange will be charged a 20percent restocking fee. If a product is replaced during the warranty period the warranty is valid from the date of original purchase.

### **Service Work for NON-WARRANTY**

There is a minimum charge of \$75 for repairs made to units not covered under warranty. Merchandise is not accepted for credit or repair without a Return Authorization Number issued by Enviro Cams. When completing the Return Authorization Form, please describe the malfunction in the "Reason For Return" section.

### **Limitation of Liability**

Enviro Cams does not represent that the products and services it sells may not be compromised or circumvented; that the product will prevent any personal injury or property loss by burglary, robbery, fire or otherwise; or that the products or services will in all cases provide adequate warning or protection. Customer understands that a properly installed and maintained video monitoring system may only reduce the risk of burglary or robbery, but it is not insurance or a guaranty that such will not occur or that there will be no personal injury or property loss as a result. Consequently, Enviro Cams shall have no liability for any personal injury, property damage or other loss based on a claim that the products or services failed to operate or give warning.

Neither Enviro Cams nor Enviro Cams affiliates, employees, or agents will be liable to customer or to any third party for any direct, indirect, incidental, special, punitive, consequential or other damages, losses, allegations, claims, suits or other proceedings, expenses, liabilities or costs (including legal fees) including loss of profits, earnings, business opportunities or data, costs of procurement of substitute goods or services or personal injury (including death) resulting from, arising out of or in connection with, directly or indirectly, customer's use of Enviro Cams equipment, services, or installation activities or customer reliance on any other use of the equipment or services.

Installation of video surveillance equipment is performed by third party independent contractors. Enviro Cams may assist the customer in finding local installers and help coordinate installation activities. However, under no circumstances shall Enviro Cams be held liable for damages to customer's property, building, and personal injury, loss of profits, earnings and cost of procurement of substitute goods arising out of or in conjunction with installation activities. Any and all customer's claims arising out of or in conjunction with installation activities shall be directed to the third party installer. It is the responsibility of the customer to ensure that the installer has proper liability/insurance coverage and/or properly licensed.

In no event shall Enviro Cams total liability for any or all breaches of warranty exceed the actual amount of hardware purchased by the customer from Enviro Cams.

Enviro Cams will not be responsible for the loss of any information/video/data/archives. In the event of any loss in connection with Enviro Cams equipment failing, Enviro Cams sole remedy shall be the replacement of failed equipment.

### **Consent to Jurisdiction:**

The customer agrees that all actions or proceedings arising in connection with this Policy shall be tried and litigated exclusively in the State and Federal courts located in the County of Kaufman, State of Texas. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Policy in any jurisdiction other than that specified above.

### **Replacements**

Units not covered under warranty are repaired and invoiced for labor, parts and freight charges. Enviro Cams advance replaces most small pieces of equipment. We will pay shipping from our location for the new equipment within the warranty period. A RETURN AUTHORIZATION (RMA) must be obtained from our Customer Service Department prior to returning a product to us. We ask that the customer pays for the shipping to return the defective product.

Only those companies originally invoiced by Enviro Cams may apply for equipment credit (no restrictions apply to repair requests if paying by credit card or secured check). All equipment shortages or damage must be reported within seven days of receipt of shipment. Equipment not manufactured by Enviro Cams is covered under the warranty specified by the respective manufacturer.

### **Returns**

All returned products must have a Return Authorization Number. New equipment returned within the 15 day return period (from shipping date), and are in the original packaging, with all original documentation, will be credited (minus the standard 20 percent Restocking Fee & Freight). Special Sale Packages will incur a 25 percent Restocking Fee. Special build items not eligible for return. All returned items are subject to inspection and approval by the technical staff. Enviro Cams shall NOT be liable for any loss of data, or property loss and/or damages due to malfunction or failure of the equipment. See the full Return & Liability Policies at: <https://www.rugged-cctv.com/contact.shtml>

### **Return Policy:**

Any new product may be returned within 15 days of the delivery date so long as the equipment and packaging are in “as new” condition.

- “As new” means that all returns inside the **15 day** period should be undamaged and in their original packaging with all accessories and documentation included.
- To qualify for an RMA during the 15 day period products must NOT be installed, mounted, or configured.
- When shipping us a return, the original packaging must be unmarked. No postmarks or labels may be on the original product box(es).
- There are no returns on clearance or special order items.

- Shipping costs are non-refundable.
- Cutting Cables Voids Warranty immediately – NO EXCEPTIONS
- Return shipments must be properly packaged in a shipping carton, insured, and shipped by a method that offers delivery verification.
- No refunds, exchanges, or store credits will be issued after the 15 day period.
- After the 15 day period products may be returned for warranty repair/replacement only.

**A Return Merchandise Authorization (RMA)** number must be obtained by calling **1-866-264-0041** prior to the return of any merchandise. Any Products returned to us without an RMA will be rejected and/or sent back to you at your cost and expense. An RMA number is only valid for 14 days. Enviro Cams does not pay the return shipping cost for defective merchandise. However, Enviro Cams will split the shipping costs with you. If you pay to send the item back to Enviro Cams, we will replace the item and ship the item to you (ground shipping) at no charge. Enviro Cams will employ every resource it has to ensure that your item is replaced promptly, without hassle. We do not provide advanced replacements (also known as cross-shipments) for any product.

In the event the original equipment is discontinued or cannot be obtained in a timely manner for repair/replacement, Enviro Cams reserves the right to substitute the equipment with alternative equipment.

### **Helpful REMINDERS**

1. All servers come with the user name and password pre-set (your manual that comes with your unit will specify – or just call us). The system administrator can then go in and change it at their convenience. If you do want to change the password it needs to be changed before you start entering additional users. Always make the password at least 5 characters.
2. The manual is included with each Enviro Cams DVR. If you did not receive a Manual, please let us know as soon as possible and we will send a replacement right away.
3. If you have a problem with something please don't hesitate to call and ask for help. That's what we're here for. We'll get you to the right software or hardware tech depending on your need.