

## SEEK THERMAL RETURN AND WARRANTY POLICY FOR SEEK THERMAL CAMERA PRODUCT EFFECTIVE AS OF SEPTEMBER 25, 2014 (“Policy Date”)

Seek Thermal, Inc. (“Seek”) provides the following return and warranty policy (the “Return and Warranty Policy”) for its products purchased directly from Seek via telephone or Seek’s website and a limited warranty for its thermal camera products that are purchased directly from Seek or an authorized Seek dealer (collectively “Covered Products”). All time periods for allowable returns and limited warranty claims run from the date (the “Purchase Date”) that a purchaser first purchased Covered Products.

### Return Policy For Covered Products

Covered Products in their original packaging may be returned for any reason within 30 days after the Purchase Date.

### Limited Warranty For Covered Products

Covered Products are warranted for one year from the Purchase Date against defects in materials and workmanship. Seek will remedy a breach of this warranty either through repair or replacement of any affected Covered Products.

## **FURTHER TERMS, DETAILS AND INSTRUCTIONS**

### Effective Date, Revisions and Privacy Policy.

This Return and Warranty Policy shall be in effect as of the date listed above and may be revised at any time by Seek. Any purchaser of a Covered Product will only be bound by the version of the Return and Warranty Policy in effect at the time such purchaser purchased the Covered Product. Any information you provide Seek under this Return and Warranty Policy is handled by Seek in accordance with the current version of its privacy policy at <http://thermal.com/privacy.html>.

### Scope of Warranty and Transferability.

No warranties or other return rights are provided by Seek for Covered Products except for those limited warranties and rights stated herein. Seek does not provide any promise or warranty of error-free operation of any Covered Products. The limited warranties described here do not apply for Covered Products that: (1) were used outside of the United States or Canada; (2) contain missing or altered serial numbers; (3) have missing housings or tampered packaging or casing; or (4) has defects or performance problems caused by third party accessories, parts or components. Seek may also provide service or repair options to you for any Covered Product that does not contain defects that result in a breach of the limited warranties contained herein. The rights under this

limited warranty may be transferred to a subsequent purchaser of a Covered Product if such subsequent purchaser complies with Seek's registration process for transferring the limited warranty rights. The time periods applicable to Covered Products are based upon the original Purchase Date and any transfer of limited warranty rights does not extend or re-start the one year period for making limited warranty claims.

#### Warranty Claim - Initial Procedure.

If you discover what you believe is a breach of the warranty for a Covered Product, please contact Seek's customer support at [retailsupport@thermal.com](mailto:retailsupport@thermal.com). Seek's customer support personnel are available to assist you in diagnosing problems you may encounter in the use of a Covered Product and to determine whether you are entitled to Seek repairing or replacing a Covered Product as part of our warranty coverage. Any Covered Product that you believe has caused Seek to breach the limited warranties herein are referred to as an "Affected Covered Product."

#### Possible Remedies For Warranty Breaches and Time Period.

If Seek determines that Seek has breached the limited warranties offered under this Return and Warranty Policy, Seek will either repair or replace the Affected Covered Product and Seek may provide a repaired or replacement Covered Product that is a refurbished product. Any provisions of repair or replacement will not extend the limited warranty period.

#### Procedure For Returning Covered Products For Warranty Claims.

You must follow the procedure below to make a claim to receive a repaired or replaced Covered Product.

**Request an RMA.** Contact Seek customer support at [retailsupport@thermal.com](mailto:retailsupport@thermal.com) to request a Return Merchandise Authorization ("RMA") number and a unique RMA number will be sent to you via the email address you provide us for communications on this matter. Every limited warranty return must have an associated RMA number. You must follow Seek's procedures to provide Seek with all necessary information to allow Seek to send repaired or replacement versions of Covered Products per the procedures listed herein.

**Use the Original Seek Thermal Boxes.** All Covered Products must be returned in the original packaging with all contents included. Please ensure that any previous shipping

labels or other markings have been removed or covered completely. Please note that failure to return all items included with your original packaging for a Covered Product, or returning the Covered Product without the manufacturer packaging may result in such Covered Product being shipped back to you at your own expense.

**Use a Seek Thermal Prepaid Returns Electronic Shipping Label.** To ensure successful delivery, ship Covered Products using the prepaid returns shipping label emailed to you by Seek. Seek will not be responsible for processing any Covered Products sent using an alternate carrier or shipping label. It is the sender's responsibility to retain a copy of the shipping label with the applicable tracking number signed by an agent of the carrier as proof that the possession of the returned product shipment was transferred to the carrier. You have 14 days from the date of the RMA request to return your Covered Product unless your Covered Product qualifies for an advanced replacement.

**Email Your Return Shipment Tracking Number to [retailsupport@thermal.com](mailto:retailsupport@thermal.com).** Please include "Shipment Notification: RMA # (please include your RMA number here)" in the email subject line and the returns shipment tracking number and the time of pick-up in the email body.

**Exceptions For Advanced Replacement.** If Seek determines that a Covered Product qualifies for an advanced replacement, you do not need to return your Covered Product per the procedure above (except for the RMA request) until Seek has shipped you a replacement product first. Such replacement product will ship within 24-48 hours of the RMA request for the Affected Covered Product. Once you receive your replacement product for a Covered Product qualifying for an advanced replacement, you must ship your Affected Covered Product to Seek per the procedure above. Seek reserves the right to require you provide a credit card number or other similar payment assurance prior to Seek shipping you a replacement for an Affected Covered Product and Seek will charge you the standard retail price for a replacement product Seek has shipped to you if you fail to return your Affected Covered Product or if your Affected Covered Product did not contain defects in materials or workmanship.

## **Receive Your Repaired Covered Product or Replacement For Covered Products Not Qualifying For Advanced Replacement.**

Once Seek receives your Affected Covered Product, Seek will inspect such Covered Product to determine whether such Covered Product has defects in materials or workmanship. For any Covered Product that qualifies for a remedy due to a breach of the limited warranties under the terms herein, Seek will either repair or replace such Covered Product. Any repaired or replaced Covered Product provided by Seek will be shipped to you at the address you provide to us per our procedures for processing limited warranty claims.

### Return Rights

Within 30 days after the Purchase Date, if you purchased a Covered Product directly from Seek and are not satisfied in any way with a Covered Product, you may request a refund from Seek as long as you comply with the procedures listed below and the Covered Product is returned with all original packaging in new or re-saleable condition.

**Request an RMA.** Contact Seek customer support at [retailsupport@thermal.com](mailto:retailsupport@thermal.com) to request an RMA number and one will be sent to you via the email address you provide us for communications on this matter. Every return must have an associated RMA number.

**Use the Original Seek Thermal Boxes.** All Covered Products must be returned in the original packaging with all contents included. Please ensure that any previous shipping labels or other markings have been removed or covered completely. Please note that failure to return all items included with your original packaging for a Covered Product, or returning the Covered Product without the manufacturer packaging may result in such Covered Product being shipped back to you at your own expense.

**Use a Seek Thermal Prepaid Returns Electronic Shipping Label.** To ensure successful delivery, ship Covered Products using the prepaid returns shipping label emailed to you by Seek. Seek will not be responsible for processing refunds for any Covered Products sent using an alternate carrier or shipping label. It is the sender's responsibility to retain a copy

of the shipping label with the applicable tracking number signed by an agent of the carrier as proof that the possession of the returned product shipment was transferred to the carrier.

**Email Your Return Shipment Tracking Number to [retailsupport@thermal.com](mailto:retailsupport@thermal.com).** Please include "Shipment Notification: RMA # (please include your RMA number here)" in the email subject line and the returns shipment tracking number and the time of pick-up in the email body.

### **Receive Your Refund.**

Once Seek has received your Covered Product that you wish to return for a refund and Seek confirms that you have complied with all of the conditions required to receive a refund, Seek will issue you a credit based upon your payment method. Any credits or refunds are limited only to your original purchase price and do not include any amounts for original or return shipping costs or duties.