

Limited Warranty

In Warranty / Out of Warranty / Credit Procedure Effective Immediately

Warranty Period:

Channel Master DVR+ has a limited one (1) year warranty from the original purchase date. Your warranty covers both parts and labor. Certain limitations and exclusions apply.

Dealers & Consumers:

Dealers and consumers can return any In-Warranty Channel Master product to the Warranty department for repair or replacement. For In-Warranty service the consumer or dealer must email Technical Service and request an RMA number in order to return the product. The returned product must have the RMA number visible on the box and must include the bill of sale showing the unit is within the warranty period. If the unit is found to be defective under our Warranty Policy Channel Master will repair or replace the item at no charge. Products outside of the warranty period should not be returned to Channel Master with the exception of any product requested by Technical Support to be accessed for quality assurance purposes. Technical Service: techsupport@channelmaster.com * Some products have extended term warranty periods.

WARRANTY: Effective Immediately

GENERAL TERMS:

1.1 Subject to the provisions of this Warranty, CHANNEL MASTER warrants that the equipment and software described in Paragraph 1.2 will conform to our specifications in all material respect and that the equipment will be free from material defects in materials and workmanship during the Limited Warranty period. 1.2 This Warranty applies to all original purchases by Customers of CHANNEL MASTER ("Equipment"). The warranties set forth herein are not transferable. 1.3 The Effective period of this Warranty will start on the date of purchase of the Equipment or the date of installation by a CHANNEL MASTER approved technician and will end, for the Equipment, ninety (90) days later (for all component parts and system upgrades), unless otherwise expressed or provided herein (in each case the "Warranty Period").

RETURN OF EQUIPMENT UNDER WARRANTY:

2.1 If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period: (a) The Customer shall notify CHANNEL MASTER within thirty (30) days of the problem. (b) CHANNEL MASTER will, at its option, either resolve the problem over the telephone or provide the customer with a Return Authorization ("RMA") Number and the address to which the customer may ship the defective item; (c) If the problem can not be resolved over the telephone, the Customer shall attach a label showing the RMA number to each returned item, and include a description of the problem. The Customer shall, at his or her own cost, properly pack the item to be returned, mark the RMA# on the outside of the box, prepay the insurance and shipping charges, and ship the item to the specified CHANNEL MASTER location. (d) Unauthorized return of any equipment, whether in or out of warranty, will be subject to a handling charge, in addition to all repair and all transportation charges. (e) CHANNEL MASTER will, at its sole option, repair or replace the returned item. If replaced, the replacement item may be new or refurbished; if refurbished it will be equivalent in operation to new Equipment. If a returned item is replaced by CHANNEL MASTER, the Customer agrees that the returned item will become the property of CHANNEL MASTER. (f) CHANNEL MASTER will complete the exchange of CHANNEL MASTER manufactured equipment returned under this Warranty within a reasonable time, subject to lead-times from factory, and will make a good faith effort to minimize any and all delays where possible; and (g) CHANNEL MASTER will, at its cost, ship the repaired item or replacement to the Customer. If the Customer requests express shipping, the Customer will pay CHANNEL MASTER an expediting fee. 2.2 Equipment which is repaired or replaced by CHANNEL MASTER under this Warranty will be covered under all of the provisions of this Warranty for the remainder of the applicable Warranty period (for that particular equipment) from the date of repair or replacement, whichever is longer. 2.3 If equipment is repaired beyond effective warranty dates or if abnormal usage had occurred, Customer shall be charged applicable rates and the Customer will be advised of the estimated charges prior to repair by CHANNEL MASTER's authorized service center. 2.4 The price of out-of-warranty repairs payable by the Customer will be based on standard labor and parts prices in effect at the time of the repair. CHANNEL MASTER will use its best efforts to ensure that the cost of such repair, exchange, refurbishing, or substitution will not exceed the original price of Product. 2.5 If the problem reoccurs within the warranty period, CHANNEL MASTER will, at its option: (a) re-perform the service; (b) replace the product pursuant to the terms of this warranty, (c) permit Customer to return the product and issue a refund pursuant to this warrant, or (d) refund the amount the Customer paid for the services.

PRODUCT MODIFICATION:

3.1 CHANNEL MASTER reserves the right to make changes or improvements to its products, during subsequent production, without incurring the obligation to install such changes or improvements on previously manufactured or sold products. **FORCE MAJEURE:** 4.1 CHANNEL MASTER will not be liable if its performance under this warranty becomes commercially impracticable due to any contingency beyond CHANNEL MASTER's reasonable control, including acts of God, fires, flood, wars, sabotage, civil unrest, accidents, labor disputes or shortages, government laws, rules and regulations, whether valid or invalid, inability to obtain material, equipment or transportation, incorrect, delayed or incomplete specifications, drawings or data supplied by Customer (collectively "Force Majeure").

Limited Warranty, continued

LIMITATIONS AND QUALIFICATIONS OF WARRANTY:

5.1 This Limited Warranty extends only to the original purchaser of the Equipment and is in lieu of all other express or implied warranties, including those of merchantability and fitness for a particular purpose. This Warranty does not apply to any damage, defect of failure caused by: (a) any part of the equipment having been modified, adapted, repaired, maintained, transported or relocated by any person; (b) Storage or environmental characteristics which do not conform to the applicable sections of the appropriate Equipment Manual or Instruction Sheet; (c) Failure to conform with the Equipment Operating Instructions in the applicable Equipment Manual or Instruction Sheet; (d) External causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with CHANNEL MASTER's prior written request; (e) Cosmetic damage; (f) Accidental damage, negligence, modification, mishandling, abuse or misuse; or (g) Force Majeure. Warranty does not cover: (a) Labor charges for installation or setup of the product. (b) Any taxes imposed on CHANNEL MASTER for units replaced or repaired under this warranty. (c) Installation, performance of, or repair of: audio/video cabling, telephone line, or accessory attachments used with the product. (d) Product replacement because of misuse, accident, lightning damage, unauthorized repair, or other cause not within the control of CHANNEL MASTER. Please note that removing the cover of the Unit for any reason voids the warranty. (e) Reception transmission problems caused by signal conditions, telephone line, or cable or antenna systems outside the unit. (f) Damages to, or viruses that may infect your Unit or other devices arising from the use of unauthorized third party devices in connection with your Unit. (g) Incidental or consequential damages resulting from the product. (Some states (or jurisdictions) do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.) (h) A product that has been modified or adapted to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of products damaged by these modifications. (i) A product used for commercial or institutional purposes. (j) Access connections (telephone or broadband), including charges from your communications provider.

LIMITATION ON DAMAGES:

6.1 THIS WARRANTY IS THE CUSTOMER'S EXCLUSIVE WARRANTY FOR THE EQUIPMENT, CHANNEL MASTER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY. 6.2 CHANNEL MASTER WILL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND WILL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. CHANNEL MASTER'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT WILL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT AT THE TIME OF ORIGINAL PURCHASE. THE REMEDIES STATED IN THIS WARRANTY ARE THE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST CHANNEL MASTER REGARDING THE EQUIPMENT. 6.3 EVEN IF CHANNEL MASTER HAS BEEN NOTIFIED OF THE POSSIBILITY OF THEM, CHANNEL MASTER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND. 6.4 THESE LIMITATIONS AND DISCLAIMERS ARE NOT MADE BY CHANNEL MASTER WHERE PROHIBITED BY LAW.