

WARRANTY INFORMATION

CERTIFICATE OF WARRANTY

AGM Global Vision, LLC provides an original equipment Warranty on all night vision devices, thermal imagers, digital day & night optics, laser emitting products, and advanced electro-optical systems made by AGM Global Vision. The Warranty covers design flaws, materials failure, and workmanship issues as outlined in detail below.

384 - 640 Resolution Thermal Devices:

AGM provides a **5-year** transferable warranty on all **384** and **640** resolution thermal devices against manufacturing defects or breakage associated with the intended normal use of the product. At the company's sole discretion, we will replace or repair our products as previously stated. AGM does not assume any other additional express or implied warranties.

The warranty policy does not apply, as stated, to modified, abused, neglected, or misused products outside the scope of their intended use. AGM does not warrant or accept damages associated with normal wear, intentional damage, operator error, host weapons, ammunition, theft, loss, or any other cause or event not specifically stated herein. The 5-year warranty for 640 and 384 resolution devices is retroactive to all units purchased AFTER January 1, 2023. All units in the same sensor configuration purchased before that time have a 3-year warranty which was previously in effect.

160 - 256 Resolution Thermal Devices:

AGM provides a **3-year** transferable warranty on all **160** and **256** resolution thermal devices against manufacturing defects or breakage associated with the intended normal use of the product. At the company's sole discretion, we will replace or repair our products as previously stated. AGM does not assume any other additional express or implied warranties.

The warranty policy does not apply, as stated, to modified, abused, neglected, or misused products outside the scope of their intended use. AGM does not warrant or accept damages associated with normal wear, intentional damage, operator error, host weapons, ammunition, theft, loss, or any other cause or event not specifically stated herein.

Night Vision & Digital Devices:

AGM provides a **3-year** transferable warranty on all *night vision & digital night/day optics* against manufacturing defects or breakage associated with the intended normal use of the product. At the company's sole discretion, we will replace or repair our products as previously stated. AGM does not assume any other additional express or implied warranties.

The warranty policy does not apply, as stated, to modified, abused, neglected, or misused products outside the scope of their intended use. AGM does not warrant or accept damages associated with normal wear, intentional damage, operator error, host weapons, ammunition, theft, loss, or any other cause or event not specifically stated herein.

OEM Limited Warranty:

This product is guaranteed to be free from manufacturing defects in material and workmanship under normal use for a period of three (3) years from the date of purchase. In the event that a defect covered by the below warranty occurs during the applicable period stated above, AGM Global Vision, at its discretion, will either repair or replace the product; such action on the part of AGM Global Vision shall be the full extent of AGM Global Vision liability, and the Customer's sole and exclusive reparation. This warranty does not cover a product if it has (a) been used in ways other than its normal and customary manner; (b) subjected to misuse; (c) subjected to alterations, modifications or repairs by the Customer of by any party other than AGM Global Vision without prior written consent of AGM Global Vision; (d) special order or "closeout" merchandise or merchandise sold "as-is" by either AGM Global Vision or the AGM Global Vision dealer; or (e) merchandise that has been discontinued by the manufacturer and either parts or replacement units are not available due to reasons beyond the control of AGM Global Vision. AGM Global Vision shall not be responsible for any defects or damage that in AGM Global Vision view are a result from the mishandling, abuse, misuse, improper storage or improper operation of the device, including use in conjunction with equipment that is electrically or mechanically incompatible with, or of inferior quality to, the product, as well as failure to maintain the environmental conditions specified by the manufacturer. CUSTOMER IS HEREBY NOTIFIED THAT OPERATION OF THE EQUIPMENT DURING DAYLIGHT HOURS OR UNDER ANY EXCESSIVE LIGHT CONDITIONS MAY PERMANENTLY DAMAGE THE INTERNAL COMPONENTS OF THE UNIT AND SAID DAMAGE WILL NOT BE COVERED UNDER THIS WARRANTY. This warranty is extended only to the original purchaser. Any breach of this warranty shall be enforced unless the Customer notifies AGM Global Vision at the address noted below within the applicable warranty period. The Customer understands and agrees that except for the foregoing warranty, no other warranties written or oral, statutory, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, shall apply to the product. All such implied warranties are hereby and expressly disclaimed.

Limitation of Liability:

AGM Global Vision will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages or liabilities arising out of the use of this product. Operation and use of the product are the sole responsibility of the Customer. AGM Global Vision sole undertaking is limited to providing the products and services outlined herein in accordance with the terms and conditions of this Agreement. The provision of products sold and services performed by AGM Global Vision to the Customer shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any obligation toward any third party of legal entity outside AGM Global Vision and the Customer; AGM Global Vision obligations under this Agreement extend solely to the Customer. AGM Global Vision liability hereunder for damages, regardless of the form or action, shall not exceed the fees or other charges paid to AGM Global Vision by the Customer or customer's dealer. AGM Global Vision shall not, in any event, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income, lost revenue, or lost profit, whether such damages were foreseeable or not at the time of purchase, and whether or not such damages arise out of a breach of warranty, a breach of agreement, negligence, strict liability or any other theory of liability.