

# DEALER WARRANTY AND RETURN INFORMATION

## LIMITED OEM HARDWARE WARRANTY FOR VIQ SOLUTIONS-BRANDED SYSTEMS

VIQ-branded systems purchased by a certified dealer come with original equipment manufacturers (OEM) 90-day and a one-year limited warranties. The warranties are effective as of the date of the original VIQ Solutions invoice and are validated with a customer returned warranty card. Additional information can be found in the Software Support Agreement (SSM) and the End-user License Agreement (EULA)

### What is covered by this limited warranty?

The limited OEM warranty covers defects in materials and workmanship for VIQ-branded systems (i.e. Shuttle computers, VIQ Mixer Cards) as for the following terms:

LCD, VIQ Mixer, Audio card	90 day OEM
All Other Components	1 Year OEM
VIQ Software	1 Year as per the EULA

### What is not covered by this limited warranty?

This limited warranty does not cover:

- VIQ-PROVIDED 3<sup>rd</sup> Party Add-On Hardware (see below)
- Software, including the operating system and software added to the VIQ-branded hardware products in our factory-integration process, or the reloading of the software
- Non-VIQ provided peripherals
- Problems that result from:
  - I. External causes such as accidents, abuse, misuse, or problems with electrical power
  - II. Servicing not authorized by VIQ
  - III. Usage that is not in accordance with product instructions
  - IV. Failure to follow the product instructions or failure to perform preventive maintenance
  - V. Problems caused by using accessories, parts, or components not supplied by VIQ (PA's)
  - VI. Replacement parts or components not on VIQ's approved list
- Systems with missing or altered tags or serial numbers
- Systems for which we have not received payment

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY LOCATION. VIQ'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCT IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT, FOR THE TERM OF THE WARRANTY PERIOD REFLECTED ON YOUR INVOICE. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, VIQ DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS. THEREFORE, THE FOREGOING EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

VIQ DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY STATEMENT OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. VIQ'S MAXIMUM LIABILITY WILL BE THE AMOUNT PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM.

## How long does this limited warranty last?

Your limited warranty lasts for the time period indicated above from the date on the VIQ Solutions packing slip or invoice.

The warranty period is not extended if we repair or replace a warranted system or any parts. VIQ may change the terms and availability of limited warranties, at its discretion, but any changes will not be retroactive (that is, the warranty terms in place at the time of purchase will apply to your purchase).

## What do I do if I need warranty service?

Before the validated warranty expires and you believe you have a defective part, please call us at the relevant number listed in the following table. Please also have your VIQ PRODUCT SERIAL NUMBER or order number available. When you contact us, if appropriate we will issue a Return Authorization Number for you to include with your return. You must return the part(s) or system(s) to us (or as directed) in the original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replaced products to you. We will pay to ship the repaired or replaced system(s) to you if you use a domestic address. Otherwise, we will ship the system(s) to you freight collect.

**Individual Clients; Offices and Small Business Customers, Medium, Large, and Global Commercial Customers; Government, Education, and Healthcare Customers; and Value Added Resellers (VARs):**

**Technical Support: 1-800-263-9947 Extension 202**

## What will VIQ do?

During the limited warranty period, During the first 90 days of the 90-day limited warranty and the first year of all other limited warranties where applicable, we will repair any VIQ-branded systems returned to us that prove to be defective in materials or workmanship. If we are not able to repair the product, we will replace it with a comparable product that is new or refurbished.

**IF WE OR THE OEM DETERMINE THAT THE PROBLEM IS NOT COVERED UNDER THIS WARRANTY, WE WILL NOTIFY YOU AND INFORM YOU OF SERVICE ALTERNATIVES THAT ARE AVAILABLE TO YOU ON A FEE FOR SERVICE BASIS.**

BEFORE YOU SHIP THE PART(S) or SYSTEM(S) TO VIQ, MAKE SURE TO BACK UP THE DATA ON THE HARD DRIVE(S) AND ANY OTHER STORAGE DEVICE(S) IN THE PRODUCT(S). REMOVE ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION, REMOVABLE MEDIA, SUCH AS, DVDS, CDS, OR EXTERNAL DEVICES. WE ARE NOT RESPONSIBLE FOR ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION; LOST OR CORRUPTED DATA; OR DAMAGED OR LOST REMOVABLE MEDIA.

**Replacement Parts** During the limited warranty, we will replace any defective part of the system(s) with new or refurbished parts, at VIQ's discretion. When you contact VIQ, we will require a valid credit card number at the time you request a replacement part. We will not charge you for the replacement part as long as you return the original part to us within 30 days after we ship the replacement part to you. If we do not receive the original part within 30 days, we will charge to your credit card the then-current standard price for that part.

We will pay to ship the part to you if you use an address in Canada. Otherwise, we will ship the part freight collect. You will need to return ship the replaced part to us in a suitable shipping container to ensure it arrives undamaged at our offices.

BEFORE YOU REPLACE PARTS, MAKE SURE TO BACK UP THE DATA ON THE HARD DRIVE(S) AND ANY OTHER STORAGE DEVICE(S) IN THE SYSTEMS(S). WE ARE NOT RESPONSIBLE FOR LOST OR CORRUPTED DATA.

## How will you fix my product?

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited warranty for the product you bought. VIQ owns all parts removed from repaired products.

## What do I do if I am not satisfied?

We pride ourselves on our great customer service. If you are not satisfied with the service you receive under this limited warranty, please let us know. We have found that the best way to resolve issues regarding our limited warranty is to work together.

## May I transfer the limited warranty?

Limited warranties on systems are not transferable. Please note that the SUPPORT AGREEMENT may not be transferred and will need to be purchased anew with VIQ Solutions Inc.

### WARRANTIES FOR SOFTWARE AND THIRD PARTY PERIPHERAL PRODUCTS

VIQ does not warrant software and third-party peripheral products. Third Party software and third-party peripheral products are covered by the warranties provided by the original publisher or manufacturer only. Third party publisher and manufacturer warranties vary from product to product. Consult your product documentation for specific warranty information. More information may also be available from the publisher or manufacturer.

While VIQ offers a wide selection of software and peripheral products, we do not specifically test or guarantee that all of the products we offer work with any or all of the various models of VIQ computers, nor do we test or guarantee all of the products we sell on the hundreds of different brands of computers available today. If you have questions about compatibility, we recommend and encourage you to contact the third-party software and peripheral product publisher or manufacturer directly.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS) AGAINST VIQ arising from or relating to this limited warranty, its interpretation, or the breach, termination or validity thereof, the relationships which result from this limited warranty (including, to the full extent permitted by applicable law, relationships with third parties), VIQ's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY A RECOGNIZED ARBITRATOR under its Code of Procedure then in effect. The arbitration will be limited solely to the dispute or controversy between you and VIQ. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.**



## How do you register your product to get warranty coverage?

Do the following within 30 days after the date of purchase:

For **Mail/Fax In** options, refer to section **A**.

### **A: Mail/Fax In Registration**

Completely fill out the following Warranty Registration Card by typing your information in spaces provided and print it or by printing this page and filling in required information. Detach it and mail it, along with a copy of your sales receipt (invoice or packing slip), to:

VIQ Solutions, Inc.  
Warranty Registration  
100 Allstate Parkway, Suite 200  
Markham, ON Canada L3R 6H3

Or

Fax to: (905) 948-8276

If you do not include your sales receipt, your warranty will be effective as of the original factory shipping date for your product, as determined by the Company's records.

**Toll: 1-800-263-9947**

Cut along the dotted line underneath and return the Warranty Registration Card.



<b>Product Warranty Registration Card</b> <b>VIQ Solutions, Inc.</b>		
Your Name:		
Organization:		
Street Address:		City :
State/Province:	Zip/Postal :	Country:
Phone:	Fax:	E-mail:
Seller's Name:		
* Product #:	Date of Purchase:	
* Serial #:		

\* The Product # and Serial # can be found on the label on the back of your product. Make sure you include a copy of your sales receipt (invoice or packing slip)!  
Note: Purchase order does not qualify as a sales receipt.