

LIMITED WARRANTY STATEMENT

有偿保修条款



DEFINITIONS:

定义:

"Part A" means Guangzhou Video-Star Intelligent Corp., Ltd (GVS)

"甲方"广州视声智能股份有限公司。

"Part B" means the Products originally purchased from GVS.

"乙方"广州视声智能股份有限公司产品的原始购买者。

This LIMITED WANRRANTY STATEMENT shall apply to the Part A's K-BUS KNX/EIB home and building intelligent control system. (hereinafter referred as "the Product") for use in home and building. Part A warrants that Product from Part B and be free for an applicable period herein ("Limited Warranty"). This Limited Warranty is subjected to the following terms and conditions:

本有偿保修声明适用于甲方 K-BUS KNX / EIB 家用和楼宇智能控制系统产品, 在保修期内,甲方将对来自乙方返回的有缺陷的产品(材料或工艺上)进行免费 保修(简称"有偿保修")。本有偿保修适用以下条款和情况:

1. The Limited Warranty shall be restricted to the Products purchased by Part B from Part A.

本有偿保修仅适用于从甲方购买产品的乙方。

2. The Limited Warranty is at sole option of Part A, either: (a) to repair, or (b) replace the defective Product within 14 days from the date of receive the Product. After the 14 days period, Part A will repair the defectiveness during the Warranty Period. This Limited Warranty may not be on-sold, assigned, transferred or given to any subsequent purchaser or acquirer of the Product.

本有偿保修取决于甲方选择,可以是:(a)修复,或(b)从收到产品起 14 天内替换有缺陷的产品。14 天之后,甲方将对在保修期内有缺陷的产品进行 保修。本有偿保修不得出售、转让或给予任何后继购买人或收购者。

3. This Limited Warranty shall last for [THREE] (3) years from the date of delivery ("Warranty Period").

本有偿保修将从出厂日起保修[三]年("保修期")。

4. This Limited Warranty covers expenses for inspecting and repairing the Product during the Warranty Period. The defective Products shall be delivered by Part B at his/her own discretion/expense to Part A and make sure the serial number printed in the Product are identifiable. The Warranty will be invalid if with unidentifiable/blurred serial number.

本有偿保修涵盖了产品保修期内的检查和维修费用。有缺陷的产品,应由乙 方自行承担费用寄回甲方,并确保印在产品上的机身号码可辨认的。如果机 身号码无法识别或模糊不清,将不予保修。

5. Part A will return the repaired Product or another Product to Part B in good working condition. Part A bears the return freight charges, but the mode of transport for the decision by Part A. All replaced faulty Product or components will become the property of Part A.

甲方将归还维修好的产品或返回另一个产品给乙方,回程运费由甲方承担,但运输方式由甲方决定。所有替代换下来的坏的产品或部件将归甲方所有。

6. If Part A repairs or replaces the Product, the repaired or replaced Product shall continue to be warranted for the remaining time of the original Warranty Period or for six (6) months from the date of repair or replacement, whichever is longer.

如果甲方维修或更换产品,那么维修或更换后的产品将继续对其原保修期内 剩下的时间进行保修,或从维修或更换日期之日起保修三个月,取日期较长 者。

7. Before returning any units for service, be sure to back up data and remove any confidential, proprietary, or personal information from the Product, and have a thorough communication on the shipment with the sales department of Part A. Part A is not responsible for damage to or loss of any programs, data, or removal storage media, or information disclose.

任何部件在返回维修服务之前,务必要自行备份产品的数据,移除任何机密 的、专有的、或个人信息,并与甲方商务部门充分沟通回寄事宜。甲方对任 何程序、数据的损坏或丢失,或存储介质消除、或信息泄露,不负任何责任。

8. Part A reserves the right to add, delete or amend the terms and conditions at any time without prior notice on its website indicated below. GVS website: <u>www.gvssmart.com</u>

甲方保留任何时候添加、删除或修改条款和条件而无需在其网站上提前通知的权利,甲方网址: <u>www.gvssmart.com</u>

9. This LIMITED WARRANTY SHALL NOT APPLY IF THE DEFECT WAS CAUSED THROUGH ANY OF THE FOLLOWING:

本有偿保修将不适用于任何由以下情况引起的缺陷:

(a) The Product serial number has been removed, erased, defaced, altered or is illegible; or

产品序列号已被去除、污损、涂改或难以辨认;或

(b) The defect is resulting from the use of the Product in a manner other than operating instructions; or

该缺陷是由于不按操作指导书进行操作而造成的产品缺陷; 或

(c) The defect is arising from improper installation, unauthorized repair, alteration or modification to this Product by third parties other than Part A or its designee; or

该缺陷是由甲方或其工程师以外的第三方的不正确安装、擅自修理、更改 或修改引起的;或

(d) The defect is arising from operating with peripheral equipment not provided by Part A; or

该缺陷是由于使用非甲方提供的外围设备造成的产品缺陷;或

(e) The defect or damage are arising from misuse, mishandling, accidental lost, abuse, accident, negligence and damage caused directly or indirectly by Part B, including but not limited to improper testing, installation, alteration or modification of any kind, or spillage of food or liquid, or build up of dirt or dust, or exposure to abnormally corrosive conditions, or operation with extreme heat or humidity; or

缺陷或损坏是因误用、处理不当、意外丢失、滥用、事故和由乙方真的或间接造成的损坏,包括但不限于不当的测试、安装、更改或任何形式的修改,或食物液体溢出,或污垢或灰尘,或暴露于异常腐蚀性的条件下,或者极端温度和湿度下工作;或

(f) The defect, damage or faults which occur for reasons beyond the reasonable control of Part A. Such as was, typhoons, earthquakes, flood, fire, storm or other force majeure.

其他超出甲方合理控制范围等原因引起的缺陷、损坏或故障;如战争、台风、地震、水灾、火灾或其他不可抗力。

10. PART A WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES TO ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, TO THE FULLEST EXTENT THAT THOSE LOSSES OR DAMAGES CAN BE DISCLAIMED BY LAW.

甲方将不对连带的重大损失或任何性质的损害承担法律责任,包括但不限于 商业损失或利润损失,这些损失或损害在最大限度上能被法律否认。

11. This Limited Warranty does not affect the Part B's statutory righting in law specific to the country of purchase, such rights remain protected. Some countries do not allow the exclusion or limitation of incidental or consequential loss or damage, or limitation of the implied warranties, in those circumstances the preceding limitation of exclusions may not apply to such Part B.

本有偿保修不影响客户在具体购买国家的法定权利,这些权利仍然受到保护, 某些国家不允许排除或限制连带的重大损失或损害,或含有担保意思的限制, 在这些情况下,前款的排除限制将不适用于这样的乙方。

Please note Warranty service availability and response times may vary from country to country and may also be subject to registration requirement in the country of purchase. If you require assistance regarding warranty conditions, or any other enquiries, please contact the Part A or via the official website: www.gvssmart.com

请注意保修服务的有效和响应时间可能会在不同国家之间和购买过的登记 需要等有所不同。如果您需要有关保修帮助,或其他任何查询,请联系甲方或通 过官方网站: <u>www.gvssmart.com</u>。