

Warranty Policy

Limited Warranty

For a period of one year after the date of original shipment from our facility, or for the term of the applicable lease, products and components manufactured by Crosby are warranted to function properly and be free of defects in materials and workmanship. The warranty is extended to customers and applies to all Crosby BlokCam products or components purchased or leased, installed, and used for the purpose for which such equipment was originally designed.

The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from customer alteration, abuse, misuse, neglect, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation.

Defective products or components will be replaced, free of charge, immediately upon receipt of written notification of the defective product or component and subsequent Replacement Warranty authorization by Crosby BlokCam.

WARRANTY CLAIMS AND PROCEDURES

During the 1-year warranty period, customer's sole and exclusive remedy for any breach of the Replacement Warranty will be the replacement of the defective product. Components that customer claims to be defective must be available to Crosby BlokCam Ltd for inspection and evaluation. To be entitled to rights under the Replacement Warranty, the customer must notify Crosby BlokCam Ltd in writing within ten (10) days after discovering a suspected defect in any product, but in any event prior to the expiration of the 1-year period outlined above. Notice to a Crosby BlokCam distributor, installer, or other third party is not notice to Crosby BlokCam.

Following its receipt of any such customer notice, Crosby BlokCam will issue authorization of the Replacement Warranty and immediately ship a replacement product or component to the customer of like and kind functionality. The customer is responsible for shipping the defective product or component to Crosby BlokCam within five (5) days of receipt of Replacement Warranty authorization. Any and all shipping costs associated with replacement under warranty will be charged against Customer's account. Upon receipt of the defective product or component, Crosby BlokCam will perform an evaluation to determine whether the Replacement Warranty covers the reported problem. If Crosby BlokCam determines that the problem is covered, no further customer action is necessary. However, if Crosby BlokCam Ltd determines that the reported problem or product failure resulted from customer alteration, abuse, misuse, neglect, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation,

Crosby BlokCam reserves the right to charge to the customer, all applicable service, material and labour costs associated with the repair of the product or component.

Unless otherwise specified by Crosby BlokCam, replacement products or components are only covered for the remainder of the term of the applicable Replacement Warranty. All products and components replaced by Crosby BlokCam become the sole property of Crosby BlokCam. Products or components received by Crosby BlokCam without proper return authorization may be returned at customer expense.

REPLACEMENT WARRANTY EXCLUSIONS

1. Defects, failures, damage or performance limitations caused in whole or in part by power failures, surges, fires, highly corrosive environments, accidents, actions of third parties, or other events outside of Crosby BlokCam's control, or (B) customers abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. Customer must provide qualified technical personnel to maintain and repair the equipment.
2. Defects, failures, damage or performance limitations caused by in whole or in part by customer's negligence, misuse, abuse, improper servicing or operation, or unauthorized attempts to repair or alter the equipment in any way.
3. Battery failure due to improper operation, storage, or charging procedure or battery usage that is not in accordance with Crosby BlokCam provided installation instructions.

DISCLAIMER OF WARRANTY

THERE ARE NO WARRANTIES, GUARANTEES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE FOREGOING DESCRIPTION INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HEREIN ACKNOWLEDGES THAT ALL EQUIPMENT TO BE LEASED AND/OR PURCHASED FROM CROSBY BLOKCAM WILL BE AS A RESULT OF CUSTOMER'S SOLE SELECTION, DISCRETION AND OPINION AS TO EQUIPMENT WHICH IT REQUIRES. IN NO EVENT, UNDER NO CIRCUMSTANCES, SHALL CROSBY BLOKCAM BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT OR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE ANY EQUIPMENT LEASED AND/OR PURCHASED OR THE ALLEGED BREACH OF ANY AGREEMENT DESCRIBED HEREIN, EVEN IN THE EVENT THAT CROSBY BLOKCAM APPROVED AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.