Apogee Limited Warranty Policy

Warranty Information

Winchester Supreme Optics by Apogee, Inc. (hereinafter referred to as "Apogee") products are made for performance and durability and are guaranteed to be free of defects in materials and workmanship under the Apogee Standard Limited Warranty. If your Apogee product is found to have defects in materials and/or workmanship during the warranty period described below, Apogee will, replace or repair your product, or provide a product of equal or higher replacement value, free of charge, at Apogee's sole discretion and subject to the terms herein.

Under The Apogee Limited Warranty, Apogee warrants to the original purchaser of an Apogee product, that when subject to normal and proper use, the product will be free from defects in materials and workmanship for the period of time outlined in the below table. Proof of purchase is required.

Product Type	Standard Limited Warranty
Winchester Supreme Optics	5 years from the date of purchase on
Thermal Imaging Devices	components and workmanship
Brand New	
Winchester Supreme Optics	Limited Lifetime
Day Optics	
Brand New	
Winchester Supreme Optics	Limited Lifetime
Laser Range Finders	
Brand New	
Winchester Supreme Optics	1 year from the date of purchase on
Components/Accessories	components and workmanship
Brand New	
Winchester Supreme Optics	1 year from the date of purchase on
ALL	components and workmanship
Refurbished	

^{*}All warranties exclude user-replaceable batteries.

Examples of What is Covered Under the Apogee Standard Limited Warranty

• Cracks or breaks in plastic or metal bodies, housings, or casings.

This Standard Limited Warranty does not cover any of the following:

- Damage or defect resulting from tampering, alterations, or modifications of the product;
- Damage resulting from improper or abnormal use or care;
- Cosmetic damage, or ordinary wear and tear of a product, that does not affect the functionality of the product;
- Damage or defect resulting from repair or service of the product other than by those persons or entities authorized to perform repair or service for Armasight products;
- Damage or defect resulting from improper installation, storage, or failure to conduct routine maintenance;
- Damage or defect found by Apogee to have been due to 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;
- Accident, loss or theft of the product;
- Damages to products subject to a voided or expired warranty

How to File a Warranty Claim

Warranty claims may be filed through <u>Warranty Claims</u> or through the Apogee Customer Support team at 888-213-0058. Proof of purchase is required.

Transfer of Warranty

The Apogee Limited Lifetime Warranty is non-transferrable and will automatically terminate if the original purchaser resells and/or otherwise transfers the product to another individual. However, if an individual receives the item as a gift, in brand new condition, the Apogee Limited Lifetime Warranty may apply for that individual.

Legal

This warranty applies only to Apogee products sold after the effective date of this document. Any Apogee products sold prior to the effective date of this document remain subject to the warranty provided at the time of purchase.

This warranty policy is for United States domestic customer use only and is not valid for international customers, returns, or requests for service. If you are an international customer and require service, please contact the company from which the item was purchased. Purchases outside the United States are subject to separate warranty documentation.

Export of Apogee products (including operator manuals) may be controlled by the U.S. Department of State Directorate of Defense Trade Controls, in accordance with the International Traffic in Arms Regulations (ITAR), Title 22, and Code of Federal Regulations Part 120-130 and/or the U.S. Department of Commerce Bureau of Industry and Security in accordance with the Export Administration Regulations (EAR), Title 15, Code of Federal Regulations Part 730. Apogee products may require a license for export or re-export from the United States, including transfer to non-U.S.Persons, as defined by the ITAR. It is the customer's responsibility to request and obtain any required licenses or other authorization for the export of the subject items, and to ensure that the requirements of all applicable laws, regulations, and administrative policies are met. Diversion contrary to U.S. law is prohibited.

The Apogee Limited Lifetime Warranty may only be used once on each product purchased and will terminate after the warranty is applied. If you received a replacement product using The Apogee Limited Lifetime Warranty, the replacement product will not be covered by The Apogee Limited Warranty, but instead will be covered under a 90-day limited warranty from the re-shipment date.

APOGEE, ITS OWNERS, PARENTS, LICENSORS, LICENSEES, AND AFFILIATES (COLLECTIVELY, "APOGEE") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE APOGEE PRODUCTS AND WARRANTY, 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.

To the extent permitted by applicable laws, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OR CONDITION OF THE APOGEE PRODUCT, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APOGEE WILL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES, OR LIABILITES ARISING OUT OF THE USE OF AN APOGEE PRODUCT. Operation and use of the product are the sole responsibility of the customer. Some states do not allow the exclusion or limitation of incidental and consequential damages, or implied warranties, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may be entitled to other rights that vary from state to state. Liability is limited to replacement, repair, or refund in the form of a credit, at Apogee's discretion. The warranty provided herein is the only warranty made with respect to your Apogee product.

Apogee products are exclusively warranted by Apogee under the Apogee Limited Warranty. This warranty is effective for products purchased after February 6, 2025. The Apogee Limited Lifetime Warranty may be updated from time to time, and the version of the Apogee Limited Lifetime Warranty Policy in effect at the time of purchase applies to your product.