

Terms & Conditions

- In the context of these conditions
 - The term “Seller” shall be construed as meaning Dvrshark or Dvrshark Inc.
 - The term “Buyer” shall be the person, firm or company named on the order form, or who issues an order to the Seller. After sale is completed and the full price has been paid to the Seller, the Buyer becomes the owner of the equipment and is solely responsible for it.
 - The term “Goods” shall be construed as meaning any item, article or thing supplied by the Seller to the Buyer.

Important: *The Seller sold, either delivered or installed the equipment to the Buyer and bill of sale on the back is a receipt acknowledging that sale. Goods become the **sole property** of the **Buyer** and the Seller has nothing to do with Goods anymore. It is the **sole responsibility** of the **Buyer** to make sure the equipment including, but not limited to, the surveillance computer, monitor, cameras, power supplies, wiring are running as intended. Extensive tests should be performed on the equipment every week by the Buyer. In case of errors, malfunction of equipment, or any other problems, the Buyer shall hire the Seller or any responsible third party to fix the problems.*

- The Buyer warrants and hereby acknowledges that he contracts on his own behalf and not on behalf of or as agent for any other person, firm or company, unless express notice in writing to the effect of such agency has prior to or at the time of the making of this contract been delivered by him to the Seller at the Seller's business address office and such notice has been duly acknowledged in writing by the Seller.
- Unless otherwise expressly agreed in writing by the Seller no Goods shall be supplied by the Seller to the Buyer except in accordance with these Conditions. The Conditions shall constitute the entire Terms and Conditions of the contract between the Buyer and the Seller and, in the event of any conflict, these Conditions shall override and prevail over any terms or conditions stipulated incorporated or referred to by the Buyer whether in the order or in any negotiations or otherwise.
- The Buyer shall inspect and test the Goods immediately upon delivery or installation thereof to him and shall within two business days of such inspection or after receiving the bill of sale give notice in writing to the Seller of any matter, thing or defect by reason of which he alleges that the Goods are not in accordance with the contract.
- The Seller will at its discretion either refund the cost or replace or repair free of charge any Goods proved to the Seller's satisfaction to be faulty or have been lost or damaged in transit provided that within two business days of receipt of the Goods in the case of damage or within two business days of receipt of the invoice in the case of loss, the Buyer notifies both the carrier and the Seller in writing of the nature of the damage or loss. The Seller accepts no liability for delay in transit. Unless the Goods are checked on receipt the carriers documentation should be endorsed “unexamined”.
- Subject to above Clause hereof:
 - In **no** event will the Seller's liability exceed the invoice value (exclusive of VAT and installation costs) of such defective goods
 - Defective Goods will be dealt with in accordance with the Terms and Conditions of the manufacturers' warranty after two business days of delivery or installation.
- The Buyer shall insure the Goods against theft or any damage howsoever caused until their price has been paid to the Seller, or until sale, whichever shall first occur, and the Seller shall be entitled to the full cost including installation costs of equipment in any such incident.
- It is very highly recommended that the Buyer uses Surveillance computer only for running the Surveillance program installed by the Seller. It will void any warranty given in writing by the Seller to the Buyer, if the Buyer installs additional programs on the computer or remove/install/replace any hardware from the computer.

- The Buyer is responsible for making sure that the DVR is connected to Internet at all times for online monitoring. In any case that Internet goes offline, the Buyer will not hold Seller responsible for any damages including damages to property, theft, etcetera.
- The Seller will attempt to connect system to the Internet at the time of installation. A nominal fee will be charged for any subsequent visits if the Buyer doesn't provide Seller full access to the router for performing required settings on the date of installation. The Seller will attempt to place the system within 10 feet where the router or modem is installed. However, if the Buyer prefers to have the system placed somewhere else, the Buyer accepts the responsibility for running cables to the system or hiring a responsible third party to do so.
- In no case, will the Seller be responsible if the system stops working online. This may happen if the router is replaced, settings are changed, ISP blocks certain ports, etcetera. In such case, the Buyer is responsible for hiring the Seller for a fee or any responsible third part to reconfigure the settings.
- In the case of any event that Buyer wish to capture to a CD, DVD, or USB, the Buyer agrees to do it themselves. It is not the responsibility of Seller and a fee may apply within 90 days if the Seller performs extraction of data.
- These terms and conditions may change at any time.