



office@hawkview360.com

(865) 440-9519



Hawk View 360 LLC
official PanoCloud™ partner

Basic terms and conditions V01_2018

These terms and conditions apply to all legal transactions with the company Hawk View 360 LLC.
In this contract the term “system” refers to all hardware and software supplied by Hawk View 360 LLC.

In case of a fault in a system, the customer has to report the failure in written form to our e-mail address office@hawkview360.com. We accept/respond to system failure reports Monday-Friday 8am. – 4pm (except holidays). The system failure will first be checked by us remotely. We require a flawless working internet connection, router/firewall, private network and perhaps support through your employees (maintenance or IT preferred). Only after a failure detection on your system has been established by us and a malfunction is present in our responsibility, your system is considered as disturbed.

If necessary, your defect components will be replaced, repaired or re-configured. In case the malfunction part is easy to replace, we will ship a new part to the customer and the customer is responsible for the replacing. All broken components must be immediately shipped back to Hawk View 360 LLC (shipping address will be provided in a separate form) after you replaced it with your replacement hardware. The duration of the warranty on the hardware we delivered depends on the manufacture. If the failure is not in Hawk View 360's jurisdiction, all expenses for replacing, installing, configuration, setup or shipping etc. will be charged to the customer.

The customer is responsible for assistance (for example: installation, maintenance, failure detection). During work, the customer has to provide us prompt and free access, material and tool transportation to all necessary installation locations and any necessary aides (for example: special vehicles, ladders, cranes, scaffolding, lift, elevator, etc.). In extreme weather circumstances (e.g. strong wind, rain, snow, very high/low temperatures) we won't be able to install outdoor systems, because components, parts or tools can be damaged. All deliveries, installations and services will only be accomplished Monday-Friday (no holidays). The customer ensures by suitable barriers that no property damage or personal injury can occur during and after work. The customer is responsible for lightning strike protection.

The hardware and software supplied by Hawk View 360 LLC must not be manipulated. Manipulation also includes changes on the configuration or program code. If any changes on the hardware or software is necessary, Hawk View 360 LLC has to be contacted. By violation of that term, the warranty and product liability will invalidate as well as the right to restore.

Unless otherwise agreed, administration passwords will only issue to the customer if the customer is under the “Hawk View 360 LLC warranty contract” or if the customers existing warranty claim is waived. Servers can only be configured and maintained by Hawk View 360 LLC.



All documents provided by Hawk View 360 LLC remain our property. Likewise, we retain all rights to these documents. Duplications and passing on of such documents are prohibited. Internal details, plans and software and hardware interfaces of delivered equipment may only be disclosed to third parties with our written approval.

Systems are considered accepted as soon as they have been tested by us as functional. If systems cannot be put into operation due to missing customer requirements (for example, power supply, Internet connection, mounting options, necessary specifications or structural requirements), the entire purchase price is due as soon as we can deliver. Systems are in any case accepted if the pictures, weather conditions (if subject matter of the contract) as well as other ordered special functions in the intended target medium are visible. Unless otherwise agreed, installations are designed for exclusive use at the agreed installation location and are not intended for resale.

We reserve the right, to use your content for public media (internet or TV) as reference and to display or link to content. This does not entitle the customer to any claims against us. If this is not desired the customer must inform Hawk View 360 LLC in written form to office@hawkview360.com.

Unless otherwise agreed, the customer is responsible for all expenses for data traffic. Required transmission devices are to be provided according to our specifications. The customer is responsible for the regular check of transferred data volume, online or transmission time and resulting costs.

We reserve the ownership of all delivered components until we received all payments of the purchase price including installation and service costs. Default of payment of the customer provides us without further notification of the fulfillment of services, such as completion, warranties, hosting, maintenance or operation of the system and allows us to make them out of service and / or terminate existing contracts. Claims against Hawk View 360 LLC about taking systems out of service due customers default of payment are not permitted.

If the customer violates one or more provisions of these terms and conditions, we may suspend or change existing contracts with the customer.

We reserve the right to make updates or changes in our basic terms and conditions any time. In this case all previous versions of our basic terms and conditions will be available to download on our homepage <http://www.hawkview360.com>