

M-AUDIO®

PRODUCT WARRANTY (U.S.A.)

1. What is covered and for how long?

ALL PRODUCTS: inMusic Brands, Inc. ("inMusic") warrants to the original purchaser that M-Audio products and all other accessories are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase from an authorized M-Audio dealer and continuing for the following period of time after that date for one (1) year. inMusic warrants factory-refurbished merchandise to be free of material and operational defects for a period of ninety (90) days from the original date of retail sale. This refurbished merchandise warranty is not transferable.

2. What is not covered? This Limited Warranty is conditioned upon proper use of the product by the purchaser. This Limited Warranty does not cover:

- Damage caused by improper installation or improper connection to any peripheral
- Damage caused by an external electrical fault
- Damage from use of parts not manufactured or sold by M-Audio
- Product purchased from anyone other than a M-Audio authorized dealer
- Modifications to product not approved in writing by M-Audio
- Equipment that has the serial number removed or made illegible
- Normal cosmetic and mechanical wear
- Damage or loss during transit to an Authorized M-Audio Repair Center
- Units that are purchased and/or located outside of the continental USA

3. What are inMusic's obligations? During the applicable warranty period, M-Audio will repair or replace, at M-Audio's sole option, without charge to the purchaser, any defective component part of the product. To obtain service under this Limited Warranty, purchaser must first contact M-Audio and obtain a return authorization number ("RA#"). Purchaser must then return the product to M-Audio in an adequate container for shipping, accompanied by purchaser's sales receipt or comparable proof of sale showing the date of purchase, the serial number of the product, and the seller's name and address. To obtain an RA# and assistance on where to return the product, contact M-Audio customer service at 401-658-5765. Upon receipt, M-Audio will repair or replace the defective products. M-Audio may, at M-Audio's sole option, use rebuilt, reconditioned, or new parts or components when repairing any product or replace a product with a rebuilt, reconditioned, new or comparable product. Repaired products will be warranted for a period equal to the remainder of the original Limited Warranty on the original product or for 90 days, whichever is longer. All replaced parts, components, boards, and equipment become the property of M-Audio. If M-Audio determines that any product is not covered by this Limited Warranty, purchaser must pay all parts, shipping, and labor charges for the repair or return of such product.

4. What are the limits on inMusic's liabilities? THE WARRANTIES GIVEN IN THIS LIMITED WARRANTY, TOGETHER WITH ANY IMPLIED WARRANTIES COVERING M-AUDIO PRODUCTS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, INMUSIC OR M-AUDIO SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, LOSS OF PROFITS, DAMAGES TO PURCHASER'S PROPERTY, OR INJURY TO PURCHASER OR OTHERS ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE ANY M-AUDIO PRODUCT, BREACH OF WARRANTY, OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO INMUSIC'S OR M-AUDIO'S OWN NEGLIGENCE, EVEN IF INMUSIC, M-AUDIO, OR THEIR AGENTS HAVE BEEN ADVISED OF SUCH DAMAGES, OR FOR ANY CLAIM BROUGHT AGAINST PURCHASER BY ANY OTHER PARTY. THIS LIMITED WARRANTY IS THE COMPLETE WARRANTY FOR M-AUDIO PRODUCTS, AND IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT AND STATES PURCHASER'S EXCLUSIVE REMEDY. IF ANY PORTION OF THIS LIMITED WARRANTY IS ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY OF THE REMAINDER OF THIS LIMITED WARRANTY WHICH PURCHASER ACKNOWLEDGES IS AND WILL ALWAYS BE CONSTRUED TO BE LIMITED BY ITS TERMS OR AS LIMITED AS THE LAW PERMITS.

This Limited Warranty allocates risk of product failure between purchaser and M-Audio, and M-Audio's product pricing reflects this allocation of risk and the limitations of liability contained in this Limited Warranty. The agents, employees, distributors, and dealers of M-Audio are not authorized to make modifications to this Limited Warranty, or make additional warranties binding on M-Audio or inMusic. Accordingly, additional statements such as dealer advertising or presentation, whether oral or written, do not constitute warranties by M-Audio or inMusic and should not be relied upon.

5. How does state law apply to this warranty? SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from one jurisdiction to another.