

## Ultimate Support Warranty

For Warranty Duration Chart, Consult Ultimate Support's Website.

FOR CONSUMERS, WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF CONSUMERS ARISING OUT OF NON-CONFORMITY WITH A SALES CONTRACT. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT PURCHASE TOOK PLACE.

Ultimate Support's warranty obligations for this product are limited to the terms set forth below: Ultimate Support Systems, as defined below, warrants this Ultimate Support Systems branded product against defects in materials and workmanship under normal use for the limited life as defined by product obsolescence or 7 (seven) year period which ever is longer of the product from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Ultimate Support Systems will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Ultimate Support Systems may request that you replace defective parts with new or refurbished user-installable parts that Ultimate Support Systems provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Ultimate Support Systems, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Ultimate Support's property. Parts provided by Ultimate Support Systems in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Ultimate Support Systems and becomes Ultimate Support's property.

### EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to products manufactured by or for Ultimate Support Systems that can be identified by the "Ultimate Support Systems" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Ultimate Support Systems products or sub-brands including JamStands and Musika even if packaged or sold with other products. Manufacturers, suppliers, or publishers, other than Ultimate Support Systems, may provide their own warranties to the end user/purchaser, but Ultimate Support Systems, in so far as permitted by law, provides their products "as is".

Ultimate Support Systems does not warrant that the operation of the product will be uninterrupted or error-free. Ultimate Support Systems is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-Ultimate Support Systems products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Ultimate Support Systems; (d) to damage caused by service (including upgrades) performed by anyone who is not a representative of Ultimate Support Systems or an Ultimate Support Systems Authorized Service Facility (e) to a product or part that has been modified to alter functionality or capability without the written permission of Ultimate Support Systems; (f) to consumable parts, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken plastic, that does not otherwise affect the product's functionality or materially impair your use; (h) to the damage of non-branded Ultimate Support products used in conjunction with Ultimate Support branded products i.e. speakers, guitars, keyboards or microphones; or (i) if any Ultimate Support Systems serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, ULTIMATE SUPPORT SYSTEMS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF ULTIMATE SUPPORT SYSTEMS CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ULTIMATE SUPPORT SYSTEMS IN ITS SOLE DISCRETION.

No Ultimate Support Systems reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, ULTIMATE SUPPORT SYSTEMS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

#### OBTAINING WARRANTY SERVICE

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact an Ultimate Support Systems customer service representative or, if applicable, an Ultimate Support Systems authorized service facility located using the information provided in the documentation. When contacting Ultimate Support Systems via telephone, other charges may apply depending on your location. When calling, an Ultimate Support Systems representative

will help determine whether your product requires service and, if it does, will inform you how Ultimate Support Systems will provide it. You must assist in diagnosing issues with your product and follow Ultimate Support's warranty processes.

Ultimate Support Systems may provide warranty service (i) at an Ultimate Support Systems Facility, where service is performed at the location, or Ultimate Support Systems may send the product to an Ultimate Support Systems repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, Ultimate Support Systems may send you packaging material) to enable you to ship the product to Ultimate Support's repair service location for service, or (iii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Ultimate Support Systems and you agree to follow instructions, including, if required, arranging the return of original product or part to Ultimate Support Systems in a timely manner. When providing DIY Service requiring the return of the original product or part, Ultimate Support Systems may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Ultimate Support Systems will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Ultimate Support Systems will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary according to the state, country or location in which service is requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the state, country or location in which service is requested. If you seek service in a country that is not the country of purchase, you will comply with all applicable export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Ultimate Support Systems may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, Ultimate Support Systems may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

Ultimate Support Systems will maintain and use customer information in accordance with the Ultimate Support Systems Customer Privacy Policy.