# **USA Warranty Terms and Conditions – Orange Amps**



## **USA Warranty Terms & Conditions**

#### What is covered

Orange Music Electronic Company Inc. (Orange USA) warrants that Orange Products purchased through an Authorised Dealer of Orange USA will be free from defects in parts and workmanship for an initial period of 1 year (365 days) from the date of purchase.

This Warranty shall be applicable when You present the Product along with the original sales receipt and/or proof of purchase.

#### What is not covered

- Damage caused by negligence, abuse, modification, improper use, incorrect voltages, incorrect polarity or the use of power supplies not recommended by Orange USA.
- Damage caused by another product.
- · General wear and tear.
- Damage caused during transportation of the product.
- Damage caused by repair or service carried out by persons not authorized by Orange USA.
- A Product with a serial number which has been defaced, removed etc.
- A Product which was not purchased from an Authorized Dealer within the USA

### Warranty period

This Warranty shall be effective from the date of purchase and cover the following Products and components for a period of:

- Amplifiers, preamplifiers, effects pedals 1 year, extendable\* to 2 years
- Speaker enclosures (cabinets) 1 year, extendable\* to 2 years
- Valves (vacuum tubes) and Speakers in Orange Products or supplied by OMEC Ltd. 90 days

\*The Extended Warranty Period is only applicable if the <u>USA Registration</u> form is submitted prior to the expiry of the initial 1 year warranty which begins at the date of purchase. It is Your responsibility to submit this information and We shall not be liable nor do We accept any responsibility whatsoever for non-receipt of this information. If a warranty or RMA claim is made within 90 days of the purchase date of the Product, Orange USA pays ground shipping both ways. If a warranty or RMA claim is made between 91 and 365 days (pending a 2nd year warranty extension) after the purchase date, the customer pays shipping to Orange USA and Orange USA pays return ground shipping. However, to qualify for Orange USA to pay for shipping, it has to be a valid Product defect, as covered by the terms and conditions of the warranty, and not an oversight or user error. For non-warranty repairs, the customer pays shipping both ways. Repair charges must be paid within 45 days of the repair completion or the Product becomes the property of Orange USA. The Warranty Service:

- The Warranty Service may include repairs or replacement of the Product in accordance with the terms set out herein.
- We will endeavour to repair the defective Product at no cost.
- If we are unable to repair the defective Product, we reserve the right to provide you with a replacement which may or may not be a reconditioned unit.
- In the event a repair or replacement has been made, we shall be entitled to take and keep possession of the defective Product which is deemed to be beyond repair during the Warranty Period.
- Providing the defective Product is covered by the terms of this Warranty we shall be responsible for the cost of returning your unit to You.

## What You need to do to obtain the Warranty Service

Contact Orange USA directly by email at tech@orangeusa.com or by calling 404-303-8196. Please be prepared to provide the following information to the service tech:

- Full Name of Purchaser
- Shipping Address (Street, City, State, Zip)
- Telephone Number
- Email Address
- Product Type
- Product Serial Number
- Symptoms/Issues with Product
- Dealer from which Product was purchased
- Purchase Date

The service tech will then provide you with an RMA# (Return Merchandise Authorization) and, based on

the information provided and in accordance with the terms set out herein, will determine the best course of action, including replacement, local repair, or in-house repair at Orange USA.

Under no circumstances will Orange USA provide advanced replacements of any Products.

## **Exclusions**

- Our liability for any defective Product, save for death or personal injury caused by our negligence, is limited to the Warranty Services which shall be provided to you at our sole discretion. For the avoidance of doubt, we reserve the right to refuse you provision of the Warranty Service if (a) you are unable to provide the original sales receipt or proof of purchase; and/or (b) we have reasons to believe that you have not directly purchased the Products from any of our authorized retailers.
- Notwithstanding the Warranty Services and the provisions set out herein, we shall not be liable for any claims or damages in contract or tort or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, damage to any other equipment or other items at the site of use, or any indirect or consequential loss or damage whatsoever.
- The terms under this Warranty do not affect your statutory rights in respect of your defective Products.
- This Warranty shall be governed by and construed in accordance with US Law.