

## Symetrix Limited Warranty

By using Symetrix products, the Buyer agrees to be bound by the terms of this Symetrix Limited Warranty. Buyers should not use Symetrix products until the terms of this warranty have been read.

### What is Covered by this Warranty:

Symetrix, Inc. expressly warrants that the product will be free from defects in material and workmanship for five (5) years from the date the product is shipped from the Symetrix factory. Symetrix's obligations under this warranty will be limited to repairing, replacing, or partially crediting original purchase price at Symetrix's option, the part or parts of the product which prove defective in material or workmanship with in the warranty period provided that the Buyer gives Symetrix prompt notice of any defect or failure and satisfactory proof thereof. Symetrix may, at its option, require proof of the original date of purchase (copy of original authorized Symetrix Dealer's or Distributor's invoice). Final determination of warranty coverage lies solely with Symetrix. This Symetrix product is designed and manufactured for use in professional audio systems and is not intended for other usage. With respect to products purchased by consumers for personal, family, or household use, Symetrix expressly disclaims all implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose. This limited warranty, with all terms, conditions and disclaimers set forth herein, shall extend to the original purchaser and anyone who purchases the product within the specified warranty period from an authorized Symetrix Dealer or Distributor. This limited warranty gives the Buyer certain rights. The Buyer may have additional rights provided by applicable law.

### What is not Covered by this Warranty:

This warranty does not apply to any non-Symetrix branded hardware products or any software even if packaged or sold with Symetrix Products. Symetrix does not authorize any third party, including any dealer or sales representative, to assume any liability or make any additional warranties or representations regarding this product information on behalf of Symetrix. This warranty also does not apply to the following:

1. Damage caused by improper use, care, or maintenance or failure to follow the instructions contained in the Quick Start Guide or Help File (In Composer: Help > Help Topics).
2. Symetrix product that has been modified. Symetrix will not perform repairs on modified units.
3. Symetrix software. Some Symetrix products contain embedded software or apps and may also be accompanied by control software intended to be run on a personal computer.
4. Damage caused by accident, abuse, misuse, exposure to liquids, fire, earthquake, acts of God, or other external causes.
5. Damage caused by improper or unauthorized repair of a unit. Only Symetrix technicians and Symetrix international distributors are authorized to repair Symetrix products.
6. Cosmetic damage, including but not limited to scratches and dents, unless failure has occurred due to a defect in materials or workmanship within the warranty period.
7. Conditions caused by normal wear and tear or otherwise due to the normal aging of Symetrix products.
8. Damage caused by use with another product.
9. Product on which any serial number has been removed, altered or defaced.

10. Product that isn't sold by an authorized Symetrix Dealer or Distributor.

**Buyer Responsibilities:**

Symetrix recommends the Buyer make backup copies of Site Files before having a unit serviced. During service it is possible that the Site File will be erased. In such an event, Symetrix is not responsible for the loss or the time it takes to reprogram the Site File.

**Legal Disclaimers and Exclusion of other Warranties:**

The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Symetrix, Inc. expressly disclaims any IMPLIED warranties, including fitness for a particular purpose or merchantability. Symetrix's warranty obligation and Buyer's remedies hereunder are SOLELY and exclusively as stated herein.

**Limitation of Liability:**

The total liability of Symetrix on any claim, whether in contract, tort (including negligence) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any product will not exceed the retail price of the product or any part thereof which gives rise to the claim. In no event will Symetrix be liable for any incidental or consequential damages including but not limited to damage for loss of revenue, cost of capital, claims of Buyers for service interruptions or failure to supply, and costs and expenses incurred in connection with labor, overhead, transportation, installation or removal of products, substitute facilities or supply houses.

**Servicing a Symetrix Product:**

The remedies set forth herein shall be the Buyer's sole and exclusive remedies with respect to any defective product. No repair or replacement of any product or part thereof will extend the applicable warranty period for the entire product. The specific warranty for any repair will extend for a period of 90 days following the repair or the remainder of the warranty period for the product, whichever is longer.

Residents of the United States may contact the Symetrix Technical Support Department for a Return Authorization (RA) number and additional in-warranty or out-of-warranty repair information.

If a Symetrix product outside of the United States requires repair services, please contact your regional Symetrix distributor for instructions on how to obtain service.

A product may be returned by Buyer only after a RA number has been obtained from Symetrix. Buyer will prepay all freight charges to return the product to the Symetrix factory. Symetrix reserves the right to inspect any products which may be the subject of any warranty claim before repair or replacement is carried out. Products repaired under warranty will be returned freight prepaid via commercial carrier by Symetrix, to any location within the continental United States. Outside the continental United States, products will be returned freight collect.

**Advance Replacements:**

Units which are out of warranty or sold outside the United States do not qualify for Advance Replacement. In-warranty units that fail within 90 days, may be replaced or repaired depending on available service inventory at Symetrix's discretion. Customer is responsible for return shipping of equipment to Symetrix. Any repaired equipment will be shipped back to customer at Symetrix' cost. Advance replacements will be invoiced as a normal sale through authorized Symetrix Dealers and Distributors. The defective unit must be returned 30 days from RA issue date and will be credited against the replacement unit invoice after it

has been evaluated by our service department. If no problem is found, an evaluation fee will be deducted from the credit.

Units returned without a valid Return Authorization number may be subject to significant delays in processing. Symetrix is not liable for delays due to equipment returned without a valid Return Authorization number.

### **Returns and Restocking Fees**

All returns are subject to approval by Symetrix. No credit will be issued for any item returned after 90 days from the invoice date.

#### **Return due to Symetrix Error or Defect**

Units returned within 90 days will not be subject to a restocking fee and credited in full (including freight). Symetrix assumes cost of return shipping

#### **Return for Credit (not due to Symetrix error):**

Units in a factory sealed box and purchased within 30 days can be returned without a restock fee in exchange for a PO of greater value. Symetrix is not liable for return shipping.

#### **Restock Fee Schedule for Returns for Credit (not due to Symetrix error):**

##### *Factory Seal Intact*

- 0-30 days from invoice date 10% if no replacement PO of equal or greater value is placed.
- 31-90 days from invoice date 15%
- Returns not accepted after 90 days

##### *Factory Seal Broken*

- May be returned up to 30 days and the restocking fee is 30%

Symetrix is not liable for return shipping.

### **Out of Warranty Repairs**

"Out of Warranty" defines any Symetrix product with an original purchase date of 5 years or more from the current calendar date. As with any in-warranty product, Symetrix will attempt to perform repairs, but completion is not guaranteed. Symetrix reserves the right to retire the given device and offer replacement based on the involvement and/or complexity of full repair.

This policy does not cover unsupported products. Information about unsupported products can be found on the Symetrix website on the Technical Support landing page.