## HDTV Supply's 3-Year Limited Product Warranty Policy Coverage.

Thank you for buying a product from HDTV Supply. Listed below is the Terms and Conditions of the warranty that comes with this product.

HDTV Supply warrants this product for 3-YEARS that it will perform to its published specifications and will be free from defects in materials and workmanship under normal use, conditions, and service for the applicable Warranty Period as set forth on its product page.

This warranty is only for HDTV Supply's products, their Wolfpack products, and does not include the dozens of other manufacturers in their "BUY OTHER TOP TIER AV BRANDS" section. All these Shop By Brand manufacturers have their own unique warranty, and you will need to go to their website to find out what their warranty is.

Purchaser's exclusive remedy under this warranty and HDTV Supply's sole obligation is to either:

Repair the defective products within a reasonable period of time.

Replace the defective products with the same or similar products deemed by HDTV Supply to perform substantially the same function as the original products; or

Refund the depreciated value of the product, in cases where products are beyond repair and/or no direct or substantially similar replacement products exist.

HDTV Supply shall have sole discretion as to which of these remedies HDTV Supply will provide to the Purchaser. This Limited Product Warranty extends to the original end-user purchaser of HDTV Supply products and is nontransferable to any subsequent purchaser(s) or owner(s) of these products unless HDTV Supply has agreed to it in writing.

**Warranty Periods:** The Warranty Period begins on the date of purchase from HDTV Supply or from an HDTV Supply authorized distributor, dealer, reseller by the end-purchaser. The date contained on the end purchaser's sales receipt or invoice is the proof purchase date. However, the Warranty Period will begin no later than 30 days from the original shipment date from HDTV Supply to the authorized distributor, dealer, reseller, or end-user (if direct sale from HDTV Supply). **Exclusions:** This Limited Product Warranty is void if the label bearing the serial number of Product(s) has been removed or defaced or if the Product(s) is purchased from unauthorized distributors, dealers, resellers, auction websites, or similar unauthorized channels of distribution at time of purchase. Before using, Purchaser shall determine the suitability of the HDTV Supply product for his/her intended use and Purchaser assumes all risk and liability whatsoever in connection therewith.

This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of the product from any installation, any unauthorized tampering with the product, any repairs attempted by anyone unauthorized by HDTV Supply to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of the product.

This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with the product.

Without limiting any other exclusion herein, HDTV Supply does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

In addition, this warranty does not cover any defects resulting from:

Normal wear and tear. Battery failure. Misuse or abuse. Neglect. Lightning strikes. Acts of God. Acts of nature.

HDTV Supply's Limited Warranty guarantees that its products will work as they were designed and engineered for their intended function during the time of their production. Unless otherwise specified, HDTV Supply will not be responsible for any Taxes, Duties, VAT's, or shipping charges on all warranty claims. This warranty does not guarantee that HDTV Supply products or the technology used within its products will not become obsolete and incompatible with future technologies.

HDTV Supply will not provide warranty coverage for obsolete products, discontinued products, technology changes as well as any act of G-D

incidents. To the maximum extent permitted by law, this limited product warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, express or implied.

**Improper storage, packaging, shipping, or handling:** Accidental damage beyond HDTV Supply's control such as fire, storm, lightning, power surges, water, or chemical damage; Unauthorized firmware or interfacing; Operation outside of the environmental specifications for the products; Improper or inadequate site preparation, installation, or maintenance by Purchaser; or Any repairs or alterations performed by anyone unauthorized by HDTV Supply to make such repairs.

**No Warranty for Third-Party Products and Services:** HDTV Supply makes no representations and disclaims all warranties of any kind, express or implied, relative to any third-party product or service, including any thirdparty accessories, hardware, software, or firmware, which may be incorporated into an HDTV Supply product and/or resold or sublicensed by HDTV Supply.

To the extent any warranties extended to HDTV Supply by the third-party manufacturer are transferable, HDTV Supply will transfer such warranties to Purchaser and any enforcement of such third-party warranties shall be between Purchaser and the third-party. HDTV Supply does not warrant the compatibility of HDTV Supply products with the products of other manufacturers or Purchaser's applications except to the extent expressly represented in HDTV Supplys published specifications, written quotations, or statements of work.

**LIMITATION ON LIABILITY:** THE MAXIMUM LIABILITY OF HDTV SUPPLY UNDER THIS LIMITED PRODUCT WARRANTY SHALL NOT EXCEED THE ORIGINAL HDTV SUPPLY MSRP OF THE DEFECTIVE PRODUCT. TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES PROVIDED HEREIN ARE PURCHASER'S SOLE AND EXCLUSIVE WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE ARE DISCLAIMED.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HDTV SUPPLY BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM ANY HDTV SUPPLY PRODUCT, OR ANY PRODUCT SOLD BY HDTV SUPPLY FROM ANOTHER MANUFACTURER, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR LOSS OF DATA LOSS OF ACTUAL OR ANTICIPATED REVENUE OR PROFITS.

IF ANY PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES IS A "CONSUMER PRODUCT" UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C.A. §2301, ET SEQ.) OR OTHER APPLICABLE LAW, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT APPLY, AND ALL IMPLIED WARRANTIES ON ITS PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE, SHALL APPLY AS PROVIDED UNDER APPLICABLE LAW.

**RMA Process:** HDTV Supply recommends that end-purchasers contact their authorized HDTV Supply dealer or reseller from whom they purchased their products. HDTV Supply can also be contacted directly.

Visit www.hdtvsupply.com for HDTV Supply contact information and hours of operation. For any defective firmware contained in the HDTV Supply product, HDTV Supply will provide Purchaser, if available, with updated firmware only and Purchaser will be solely responsible for its installation.

Purchaser-requested onsite warranty service is not covered and will be at Purchaser's sole expense, unless authorized in writing by HDTV Supply in advance. HDTV Supply has the right to either examine the HDTV Supply product where it is located or, in its sole discretion, issue shipping instructions for return of the HDTV Supply product.

Where applicable, Purchaser must return the defective product, part, or component, to HDTV Supply customer service department accompanied by HDTV Supply Return Material Authorization ("RMA"). HDTV Supply reserves the right to reject any products received without an RMA.

Authorization can be requested by calling HDTV Supply Technical Support at 833-965-3722. If HDTV Supply confirms that there is a defect that is covered by this warranty, the repaired or replaced HDTV Supply product will be warranted for the remainder of the warranty period applicable to the originally shipped HDTV Supply product. If requested by HDTV Supply, Purchaser must provide a dated sales receipt and/or invoice, including date of purchase, to receive warranty coverage.

**Other Conditions:** This limited warranty gives you specific legal rights, and you may have other rights which vary from country to country or state to state.

This limited warranty is void if (i) the label bearing the serial number of this product has been removed or defaced, (ii) the product is not distributed by HDTV Supply or (iii) this product is not purchased from an authorized HDTV Supply reseller. If you are unsure whether a reseller is an authorized HDTV Supply reseller, visit our web site at www.hdtvsupply.com or contact the HDTV Supply office near you.

HDTV Supply thanks you for purchasing a HDTV Supply product.

HDTV Supply, Inc.

WEB: <u>www.hdtvsupply.com</u>

TEL: 833-WolfPack (833-965-3722)

USA INTERNATIONAL TEL: 805-277-1870

FAX: 805-371-4070

EMAIL: <a href="mailto:support@hdtvsupply.com">support@hdtvsupply.com</a>