

# Warranty Policy

**UNIVERSAL AUDIO, Inc.**

## **Limited Hardware Warranty**

PLEASE READ THIS LIMITED HARDWARE WARRANTY (THE “LIMITED WARRANTY”) CAREFULLY BEFORE USING THE UNIVERSAL AUDIO HARDWARE PRODUCT (THE “PRODUCT”) THAT ACCOMPANIES THE LIMITED WARRANTY. BY USING THE PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS CONTAINED IN THE LIMITED WARRANTY IN THE SAME MANNER AS IF YOU HAD SIGNED A WRITTEN AGREEMENT WITH UNIVERSAL AUDIO, INC. (“UA”).

IF THE PRODUCT IS PART OF A SYSTEM COMPRISED OF THE PRODUCT AND SOFTWARE, THEN THAT SOFTWARE (THE “UA SOFTWARE”) IS LICENSED TO YOU, NOT SOLD AND USE OF THE UA SOFTWARE IS GOVERNED BY AN "END USER LICENSE AGREEMENT", RATHER THAN THIS LIMITED WARRANTY. THE FORM OF END USER LICENSE AGREEMENT FOR THE MOST CURRENT VERSION OF THE UA SOFTWARE CAN BE FOUND AT [WWW.UAUDIO.COM/EULA-UA.HTML](http://WWW.UAUDIO.COM/EULA-UA.HTML) AND MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS.

## **Who does this Limited Warranty Cover?**

This Limited Warranty covers only original end users who have purchased the Product from UA or from a UA retailer or distributor whom UA has designated as an “Authorized UA Reseller”. This means that, if you are not the original end user, this Limited Warranty does not cover you. It also means that if you purchased the Product from someone other than UA or an Authorized UA Reseller, this Limited Warranty does not cover you even if you are the original end user.

## **What Does This Limited Warranty Cover?**

This Limited Warranty covers any defects in material or workmanship in the Product, except as set forth below.

## **What Does This Limited Warranty Not Cover?**

This Limited Warranty does not cover any defect that is caused by: (i) improper installation, testing or storage of the Product, (ii) use of the Product in a manner that is not in accordance with UA’s published documentation, (iii) use of the Product in conjunction with one or more third party products, if the defect would not have occurred but for such third party product, (iv) Acts of God, misuse, accident (including without limitation collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, or use in or with an unapproved device, (v) normal wear and tear, or (vi) repairs that are performed by anyone other than UA or a third party whom UA has expressly authorized to perform repair services for the Product within the country in which the original end user purchased such Product (each an “Authorized UA

Service Center”), subject to the proviso that, the European Economic Area shall be considered one “country” for purposes of this paragraph. In addition, this Limited Warranty is void if a Product is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover).

### **How Long Does The Coverage Last?**

The warranty period is one (1) year from the date on which the original end user purchased the Product from UA or an Authorized UA Reseller, as demonstrated by a receipt or other proof of purchase reasonably acceptable to UA (“Proof of Purchase”), except that, if you are a consumer, you reside in the European Economic Area (EEA) and you purchased the Product in the EEA, the warranty period is two (2) years from such date.

### **What Do You Have To Do to Make a Warranty Claim?**

UA will not provide any warranty coverage unless your claim is in compliance with all terms of this Limited Warranty and you follow proper return procedure. To obtain warranty service, please register your claim at [www.uaudio.com/support](http://www.uaudio.com/support). UA may require you to first obtain a Return Material Authorization (“RMA”) and return the defective Product together with your Proof of Purchase to UA or an appropriate Authorized UA Service Center at the address specified by UA in connection with the RMA. You shall bear the cost of shipping the Product to UA or the Authorized UA Service Center and UA shall bear the cost of shipping the Product back to you after the completion of service under this Limited Warranty if your claim is covered by this Limited Warranty. Any Product returned to UA without a valid warranty claim, without an RMA or without Proof of Purchase may be rejected, returned to you at your cost or kept for a 30 days for your pick-up and then disposed of in UA’s sole discretion.

### **What Will Universal Audio Do If You Make a Valid Warranty Claim?**

If UA authorizes you to return your Product to UA or an Authorized UA Service Center, UA will, at UA’s option, either repair or replace the defective Product, using new or re-conditioned components, it being understood that if UA elects to replace the defective Product, the replacement may be a different model, provided that such model contains features and functionality that are at least as robust as the model of the Product being replaced. By sending the Product for replacement, you agree to transfer ownership of the original Product to UA. UA will not return the original Product to you and the replacement product will not contain your data. UA warrants that repaired or replaced products are covered for the greater of either the remainder of the Limited Warranty for the original Product or 90 days.

### **Are the Rights Described in this Limited Warranty the Only Recourse You Have for a Defective Product?**

Some jurisdictions give end users legal rights in addition to those described above. By way of example:

- In Ireland, consumers who purchase defective products may avail themselves of the rights contained in the Sale of Goods Act 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act, 1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No.11/2003);
- In England, consumers who purchase defective products may avail themselves of the rights contained in The Sale of Goods Act 1979 (in particular, Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002; and
- In Australia, (i) consumer products come with certain guarantees that cannot be excluded under the Australian Consumer Law, (ii) the consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonable foreseeable loss or damage and (iii) the consumer is entitled to have the goods repaired or replaced if the product fails to be of acceptable quality and the failure does not amount to a major failure.

These are just a few examples of laws around the world that give end users rights beyond those set forth in this Limited Warranty and do not constitute an exhaustive list. For more information about your specific legal rights, please contact your local authority, trading standards department, citizens advice bureau or local equivalent.

UA DOES NOT SEEK TO LIMIT AN END USER'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. BUT, TO THE EXTENT THAT APPLICABLE LAW DOES NOT PROVIDE FOR SPECIFIC RIGHTS (OR ALLOWS THE END USER TO WAIVE SUCH RIGHTS), THE RIGHTS DESCRIBED IN THIS LIMITED WARRANTY SHALL BE EXCLUSIVE. THIS MEANS THAT UA, UA AUTHORIZED RESELLERS AND UA AUTHORIZED SERVICE CENTERS MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCT AND HEREBY EXPRESSLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN SO FAR AS APPLICABLE LAW ALLOWS SUCH DISCLAIMER ONLY AFTER THE END OF THE LIMITED WARRANTY AS SET FORTH IN THIS DOCUMENT, UA HEREBY AGREES THAT THE DISCLAIMER SHALL ONLY APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY.

**Assuming You Have Established a Claim Relating to a Defective Product (whether under this Limited Warranty or Applicable Law as set forth in the Preceding Paragraph), are your Remedies Limited to Those Set Forth Under the Paragraph Above Entitled: "What Will Universal Audio If You Make a Valid Warranty Claim?"**

Some jurisdictions do not allow manufacturers to limit the remedies available to end users for product defects. For example, most jurisdictions prohibit manufacturers from limiting damages where the defect results in death or personal injury. For more information about your specific legal rights, please contact your local authority, trading standards department, citizens advice bureau or local equivalent.

UA DOES NOT SEEK TO LIMIT END USER'S REMEDIES TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. BUT, TO THE EXTENT THAT APPLICABLE LAW DOES NOT PROHIBIT SUCH LIMITATION, NEITHER UA NOR ANY UA AUTHORIZED RESELLER OR UA AUTHORIZED SERVICE CENTER SHALL BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR PRODUCTS LIABILITY, FOR ANY CLAIM, LOSS, OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOST DATA, OR LOST FILES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PRODUCT, OR THE PERFORMANCE OR OPERATION OF THE PRODUCT, EVEN IF UA AND THE UA AUTHORIZED RESELLER OR UA AUTHORIZED SERVICE CENTER (AS APPLICABLE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL UA OR A UA AUTHORIZED RESELLER'S OR UA AUTHORIZED SERVICE CENTER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

### **General**

No oral or written information or advice given by UA or anyone purporting to speak on behalf of UA shall create a warranty or in any way increase the scope of the Limited Warranty set forth in this document. 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 expressly required by applicable law, the law of the State of California, USA, shall govern this Limited Warranty.

If you have any questions concerning this statement of limited warranty please contact Universal Audio at 4585 Scotts Valley Drive, Scotts Valley, CA, 95066 USA or at +1-831-440-1176.

Website: <http://www.uaudio.com/>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.