BIAMP'S LIMITED WARRANTY

BIAMP SYSTEMS IS PLEASED TO EXTEND THE FOLLOWING LIMITED WARRANTY TO THE ORIGINAL END USER CUSTOMER OF OUR PRODUCTS.

1. This limited warranty is being offered by Biamp Systems, LLC. Biamp Systems warrants to the original end user customer of new Biamp Systems products from an authorized Biamp Systems dealer that the product will be free from defects in materials and workmanship for a specified period (the "Warranty Period"), subject to the terms and conditions set forth below. The Warranty Period shall be five (5) years, except for products listed in the Warranty Period Exception Table below, for which there is a different time period specified. The Warranty Period begins (a) the date of the original end user's purchase from an authorized Biamp Systems dealer or (b) six months after the product is first shipped from Biamp Systems' factory to an authorized Biamp Systems dealer or distributor, whichever occurs earlier. This warranty extends only to the original end user customer and is not assignable or transferable.

2. Within the Warranty Period, Biamp Systems will repair or replace, at Biamp Systems' option, nonconforming product, provided that Biamp Systems is notified within 30 days of the identification of such defect or failure. Replacement Products may be new or reconditioned. If the repair or replacement of your nonconforming product is not reasonably available, at Biamp Systems' discretion, Biamp Systems will refund you the purchase price. As a condition to receiving the benefits of this warranty, you must provide Biamp Systems with documentation that establishes that you were the original end user purchaser of the product from an authorized Biamp Systems dealer. Such evidence may consist of your sales receipt.

3. Upon notice, Biamp Systems will provide instructions on the warranty claim procedures to be followed and issue a Return Authorization (RA) number if required. Any export/import authorizations or duties, transportation and insurance charges to the Biamp Systems factory, or other service facility designated by Biamp Systems, for warranty service shall be your responsibility. Transportation and insurance charges from the Biamp Systems factory or service facility after a warranty repair or for a warranty replacement will be paid by Biamp Systems. Biamp Systems is not responsible for any damage to the product during transit to the Biamp Systems factory or service facility. Biamp Systems, at its sole discretion, will determine warrantable failures upon receipt of your product or upon inspection of your product by an authorized Biamp Systems dealer. All products that are returned by you and replaced by Biamp Systems will become the property of Biamp Systems.

4. This warranty will be VOID if the serial number has been removed or defaced; or if the product has been altered, subjected to damage, abuse or rental usage, repaired by any person not authorized by Biamp Systems to make repairs; damaged due to improper or inadequate maintenance; operated outside the normal environmental specifications for the product; or installed in any manner that does not comply with Biamp Systems' recommendations. This warranty does not apply to damage caused by an accident, power surge, flooding, fire, earthquake, or other external causes. This warranty does not apply to damage caused by abuse or misuse of the product.

5. Electro-mechanical fans, electrolytic capacitors, gooseneck microphones, cords connecting handheld microphones, hard drives, displays, consumable parts (i.e. batteries), and normal wear and tear of items such as paint, knobs, handles, keypads, and covers are not covered under this warranty. All software or firmware distributed by Biamp Systems is provided AS IS and without any warranty of any kind, except as expressly provided in any documentation or license agreement furnished with the software or firmware. This warranty does not apply to third party products resold by Biamp Systems.

6. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BIAMP SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. The remedies set forth herein shall be the purchaser'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.

8. No agent, employee, distributor or dealer of Biamp Systems is authorized to modify this warranty or to make additional warranties on behalf of Biamp Systems. Statements, representations or warranties made by any dealer do not constitute warranties by Biamp Systems. Biamp Systems shall not be responsible or liable for any statement, representation or warranty made by any dealer or other person. Biamp Systems makes no other warranty beyond what is contained in this writing.

9. No action for breach of this warranty may be commenced more than one year after the expiration of this warranty.

10. **BIAMP SYSTEMS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF USE ARISING OUT OF THE PURCHASE, SALE, OR USE OF THE PRODUCTS, EVEN IF BIAMP SYSTEMS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

WARRANTY PERIOD EXCEPTION TABLE

Product Family	Model(s)	Warranty Period
Community®	ALC-404D, ALC-1604D, ALC-3202D	4 years
Community	R Series loudspeaker enclosures, W Series loudspeaker enclosures, and loudspeaker enclosures (cabinets) constructed entirely of PolyGlas™	15 years*
Devio	SCR-10	3 years
Vidi	Vidi 100, Vidi 250	3 years

* structural integrity of the enclosure only

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