

# BIAMP 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, LLC and its subsidiaries (collectively, “Biamp”). Biamp warrants to the original end user customer of Biamp Systems products purchased from an authorized Biamp dealer that the product will be free from defects in materials and workmanship for the following specified period depending on the product (the “Warranty Period”), subject to the Warranty Exception Table (shown below) and the terms and conditions set forth herein:

  - The Warranty Period for new Biamp products shall be five (5) years;
  - The Warranty Period for “Biamp Certified Reconditioned” product, the Warranty Period shall be three (3) years; and
  - The Warranty Period for “Demo Products” shall be one (1) year.
- 2** The applicable Warranty Period begins (a) the date of the original end user’s purchase from an authorized Biamp dealer or (b) six (6) months after the product is first shipped from the Biamp factory to an authorized Biamp dealer or distributor, whichever occurs earlier. This warranty extends only to the original end user customer and is not assignable or transferable.
- 3** Within the Warranty Period, Biamp will repair or replace, at the discretion of Biamp, defective product, provided that Biamp is notified within 30 days of the identification of such defect or failure, accompanied by supporting evidence. Replacement Biamp products may be new or Biamp-Certified Reconditioned, in the sole discretion of Biamp. If repair or replacement of the defective product is not reasonably possible, in the discretion of Biamp, Biamp will refund you the purchase price. As a condition to receiving the benefits of this warranty, you must provide Biamp with documentation that establishes that you were the original end user purchaser of the product from an authorized Biamp dealer, such as a sales receipt with your name, the product SKU, the name of the seller and the date of purchase.
- 4** Upon notice of a warranty claim, Biamp 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 factory, or other service facility designated by Biamp, for warranty service shall be your responsibility. Transportation and insurance charges from the Biamp factory or service facility after a warranty repair or for a warranty replacement will be paid by Biamp. Biamp is not responsible for any damage to the product during transit to the Biamp factory or service facility. Upon receipt and inspection of your product, Biamp or its authorized dealer, in its sole discretion, will determine whether the product is eligible for repair or replacement under the Biamp warranty. All products that are returned by you and not repaired will become the property of Biamp.
- 5** This warranty will be VOID: if the serial number has been removed or defaced from the product; if the product has been altered, subjected to damage, abuse or rental usage, repaired by any person not authorized by Biamp to make repairs; if the product is damaged due to improper or inadequate maintenance; if the product has been operated outside the normal environmental specifications for the product; or if the product has been installed in any manner that does not comply with the recommendations of Biamp. This warranty does not apply to damage or defect caused by an accident, power surge, flooding, fire, earthquake, or other external causes. This warranty does not apply to damage or defect caused by abuse or misuse of the product.

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- 6 THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BIAMP 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 is authorized to modify this warranty or to make additional warranties on behalf of Biamp. Statements, representations or warranties made by any dealer do not constitute warranties by Biamp. Biamp shall not be responsible or liable for any statement, representation or warranty made by any dealer or other person. Biamp 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 SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNATIVE, OR CONSEQUENTIAL LIMITED WARRANTY DAMAGES, INCLUDING LOST PROFITS OR LOSS OF USE ARISING OUT OF THE PURCHASE, SALE, OR USE OF THE PRODUCTS, EVEN IF BIAMP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## WARRANTY PERIOD EXCEPTION TABLE

PRODUCT FAMILY	MODEL(S)	WARRANTY PERIOD NEW	WARRANTY PERIOD BIAMP CERTIFIED	WARRANTY PERIOD DEMO
Commercial Audio	All UCC-Lenovo models	3 years	1 year	1 year
Commercial Audio	EasyConnect MPX 200	3 years	1 year	1 year
Community	All ALC models	4 years	2 years	1 year
Community	R Series loudspeaker enclosures, W Series loudspeaker enclosures, and loudspeaker enclosures (cabinets) constructed entirely of PolyGlas™	15 years*	10 years*	1 year
Devio	SCR-10	3 years	1 year	1 year
Evoko	All Evoko models	3 years	1 year	1 year
Parlé	All ABC and VBC models	3 years	1 year	1 year
Vidi	All Vidi models	3 years	1 year	1 year

\* structural integrity of the enclosure only

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