

Simpl Acoustics One-year Limited Warranty

Simpl Acoustics warrants this Simpl Acoustics branded hardware product against defects in workmanship and materials under normal use for a period of one (1) year from date of retail purchase by the original end-user purchaser. If a hardware defect arises and a valid claim is received within the one-year warranty period, Simpl Acoustics, at its option, will repair or replace the defective item. If a part or product is replaced, the replacement product becomes yours and the returned item becomes the property of Simpl Acoustics.

This Limited Warranty applies only to hardware products manufactured by or for Simpl Acoustics. The Limited Warranty does not apply to any non-Simpl Acoustics hardware products even if packaged or sold with Simpl Acoustics hardware. Manufacturers or suppliers other than Simpl Acoustics may provide their own warranties to the end user purchaser, but Simpl Acoustics, in so far as permitted by law, provides their products "as is".

Simpl Acoustics is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-Simpl Acoustics products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Simpl Acoustics; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Simpl Acoustics; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of Simpl Acoustics; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (g) if any Simpl Acoustics serial number has been removed or defaced.

To the extent permitted by law, this warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, Simpl Acoustics specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If Simpl Acoustics cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Simpl Acoustics in its sole discretion. No Simpl Acoustics reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

Except as provided in this warranty and to the extent permitted by law, Simpl Acoustics is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property. The foregoing limitation shall not apply to death or personal injury claims.

For consumers who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer

protection laws and regulations. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by country, state or province. This Limited Warranty is governed by and construed under the laws of the country in which the product purchase took place.

Simpl Acoustics will provide warranty service on products that are tendered or presented for service during the Warranty Period, as permitted by law. In accordance with applicable law, Simpl Acoustics may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.