



An Axiometrix Solutions Brand

AP Warranty Statement

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Warranty Summary

Audio Precision is proud to offer a limited three year warranty on its new products. Upgrades, used equipment, and cables have a one year warranty. Service is warranted for 90 days.

This warranty information is from the Audio Precision Terms and Conditions of Sale which should be considered the controlling document. New, Extended, & Upgrade policies adopted November 2007. Used equipment policy adopted March, 2009.

New Product Warranty Statement

Limited Warranty. Audio Precision warrants to the owner of its audio products ("Warrantee") that (a) all Audio Precision's new hardware products will be free from defects in materials and workmanship for three (3) years from the date Audio Precision first ships the products except cables which are warranted for one year, and (b) Audio Precision's licensed software and firmware products that are properly installed on hardware products manufactured by Audio Precision will not fail to execute their programming instructions due to defects in materials and workmanship for three (3) years from the date of purchase. Audio Precision does not warrant that the operation of its hardware, licensed software, or firmware shall be uninterrupted or error-free. **ALL WARRANTIES ARE VOIDED AND INVALIDATED IF ANY UNAUTHORIZED REPAIRS OR MODIFICATIONS TO THE HARDWARE OR SOFTWARE PRODUCTS ARE UNDERTAKEN OR ANY UNAUTHORIZED PARTS ARE USED.** Audio Precision's limited warranty shall not apply to defects resulting from (a) improper or inadequate maintenance or calibration, (b) software or interfacing supplied by someone other than Audio Precision, (c) unauthorized modification, repair, or misuse of Audio Precision's products, (c) operation outside of the environmental specifications for the product, or (d) improper site preparation, installation or maintenance. Warrantee must promptly notify Audio Precision in writing of any claim under this limited warranty and pack and ship the nonconforming hardware, licensed software, or firmware according to Audio Precision's instructions. Warrantee will be responsible for payment of all inbound shipping, customs, duties and taxes in connection with any warranty service.

DISCLAIMER OF ALL OTHER WARRANTIES. THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AUDIO PRECISION SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **Remedies.**

Audio Precision will, at its option, either repair or replace its non-conforming goods and software. In the alternative, at Audio Precision's option, Audio Precision may reimburse Warrantee that portion of the amount actually paid to Audio Precision for the non-conforming goods or software, less an allowance for use of the goods and software based on straight-line depreciation over a period of five (5) years.

Limitations on Remedies. IN NO EVENT SHALL AUDIO PRECISION BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY FROM THE SALE OR DELIVERY OF GOODS OR SOFTWARE OR ANY OTHER BREACH OF CONTRACT BY AUDIO PRECISION OR OTHER THEORY OF RECOVERY ASSERTED BY WARRANTEE. The limitation of Audio Precision's liability is applicable to any and all claims or theories of recovery, including without limitation breach of contract, breach of warranty (expressed or implied), negligence, or strict liability.

Limitation on Time to Bring Action. Any action for Audio Precision's breach of its limited warranty or any other breach of contract must be commenced within one (1) year after the cause of action has occurred.

Upgrades, Used Products & Service Warranties Statement

Audio Precision offers a limited one year warranty on all product upgrades and used product sales. All Service is warranted for 90 days. Terms and conditions are identical to

the New Product Warranty with the exception of the term of the warranty. An upgrade does not invalidate an existing New Product Warranty on the original product.

Two-Year Extended Warranty

The Extended Warranty extends the standard 3-year warranty for any APx Series analyzer by 2 additional years for a total of 5 years. This policy covers the cost of parts, labor, and the return shipment. All other terms and conditions are identical to the New Product Warranty.

If this policy is purchased prior to the expiration of the original warranty, it goes into effect immediately after the original warranty. This policy may be purchased up to 60 days after the expiration of the original warranty, in which case the policy goes into effect on the day the order is received by Audio Precision. The period between the expiration of the original warranty and the effectivity date of this policy is not covered by warranty.