



## Product Warranty

Warranty covers STC, LLC supplied products including audio processing and control surface hardware, consoles, audio engines, systems, cards, loud speakers and any component parts (*"Products"*) purchased by you as an end user in North America.

This Warranty is in addition to any rights and remedies you may have as a consumer. Any rights and remedies you may have under applicable consumer law provisions are not affected by this warranty (see Clause 5 below).

### 1. LIMITED WARRANTY TERM

1.1 Subject to the provisions of this Warranty, STC warrants that its Products supplied as **new** will be free from defects in manufacture, materials or workmanship for a period of 12 months from the date of delivery of the Product.

### 2. WARRANTY ONLY FOR NEW PRODUCTS

2.1 Unless otherwise stated by STC in writing, this Warranty only applies to products purchased in new condition from STC or from its authorized distributors and resellers. If the first end user of the Product transfers it to another user within the Warranty term, then the transferee shall have the benefit of the remainder of the Warranty term on the term contained herein, if proof of original purchase in North America is provided.

### 3. REMEDY FOR BREACH OF WARRANTY

- 3.1 If there is a defect in any Product within the warranty term STC will, at no charge, at its option repair or replace the Product or any part thereof that is returned to us.
- 3.2 Repairs or replacements of the Products or parts may be made using new or refurbished serviceable Products or parts that are functionally equivalent to the Products or parts. Repaired or replacement parts may have minor cosmetic defects such as scratches or dents, as long as the defects do not interfere with the functional performance of the products.
- 3.3 Any warranty repair or replacement of Products or parts does not extend or restart the term of the Warranty. Any repaired or replaced Products or parts are only warranted for a period of 90 days from the date of delivery or the remainder of the original Warranty term, whichever is longer.
- 3.4 If STC cannot repair or replace the Product it will refund the purchase price of the Product shown on the invoice.
- 3.5 If the defective Product is capable of retaining user generated data, you are advised that repair or replacement of the Product may result in loss of the data.

### 4. WARRANTY PROCEDURES

- 4.1 To make a warranty claim, you must contact either STC or the authorized distributor or reseller that you purchased the Product from and provide the Product or part model and serial number, proof of purchase including invoice number and date, the name of any distributor and a description of the failure or problem. If the product is to be returned, a RMA number will be issued with a Service center address. You can find contact information for STC by visiting <http://www.STCGear.com> or at the bottom of this Warranty document.
- 4.2 This Warranty is a return to base warranty. You are responsible for uninstalling the Product (or any part), if required, and properly packing and labelling any Product returns, together with proof of purchase, for shipment to STC or the authorized distributor you purchased from, marked with the RMA # provided. All packaging, transportation, shipping, customs duties and other costs in returning the Product to STC or the distributor are to be borne by you. The Product will be at your risk while in transit back to STC or the distributor.
- 4.3 If you purchased the Product as part of a system bundled with software and other hardware, you must return the full system if it is decided that a full refund is the only course of action.
- 4.4 STC will pay all return shipping and transport charges to you, If the Product or part is found to be in good working order STC may seek reimbursement of any costs incurred.

STC, LLC

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## 5. CONSUMER RIGHTS NOT AFFECTED

- 5.1 You may have consumer rights or other rights under the laws of your country or state which are additional to this Warranty and which this Warranty cannot change. For more information about your rights, please contact your fair trading department or local equivalent.
- 5.2 If other laws in your country or state require a warranty term longer than the 12 months in this Warranty, then STC will provide that warranty term required by that law.

## 6. EXCLUSIONS FROM WARRANTY

- 6.1 This Warranty does not apply to any defect caused by or the result of:
  - (a) normal wear and tear;
  - (b) any misuse, neglect, fault or failure by you, including without limitation use of any incompatible or defective accessories, or miss-adjustment of end user controls;
  - (c) any installation, use, maintenance, modification or repair not in accordance with any STC user guide, manual, specifications or instructions or carried out by any unauthorized or unqualified personnel;
  - (d) circumstances external to the Product, including without limitation, exposure to moisture, infestation by vermin, extreme temperatures, power outages or fluctuation, computer virus or other on site conditions; or
  - (e) circumstances beyond STC's reasonable control, including without limitation fire, explosion, natural or man-made disaster, strikes or other industrial disputes, failure of its suppliers to supply any goods, inclement weather or governmental action.
- 6.2 This Warranty is void if any product serial numbers have been altered or removed from the Product.
- 6.3 This Warranty does not cover:
  - (a) any technical support, service, user advice or assistance provided by STC, whether on site or remote; or
  - (b) consumable items or expendable component parts the nature of which is to become worn or depleted with use.
- 6.4 STC does not warrant that the Product is fault-tolerant or that its use will be fail-safe or that its performance will be uninterrupted, and there is no warranty against infringement.
- 6.5 **OLED (Organic Light Emitting Diode) Displays:** This Warranty covers OLED Displays for use only up to the first 10,000 hours of operation.
- 6.6 **Hewlett Packard (HP) products:** This Warranty may not apply to HP computer products supplied by STC which are covered directly by HP under its applicable Worldwide Limited Warranty.

## 7. EXCLUSION OF IMPLIED WARRANTIES

- 7.1 To the extent permitted by law, the warranties, rights and remedies set out in this Warranty are exclusive and are in lieu of all other warranties, rights and remedies relating to the supply of the Products, whether oral or written, express or implied. STC specifically disclaims any implied warranties, terms or conditions, including any implied warranty of merchantability or fitness for a particular purpose or non-infringement. If STC cannot lawfully disclaim an implied warranty, term or condition, then (to the extent permitted by law) any such warranty, term or condition shall be limited in duration to the term of this Warranty and your remedy shall be only as provided in this Warranty.
- 7.2 These exclusions or limitations may not apply to you as your country or state may not permit exclusion of an implied warranty, term or condition, or limitation on how long it lasts.

## 8. EXCLUSION OF CONSEQUENTIAL DAMAGE

- 8.1 To the extent permitted by law, this Warranty does not cover, and STC shall not be liable for:
  - (a) any special, indirect, incidental or consequential damages that may result from any defect in the Product, whether by reason of breach of contract, breach of warranty, strict liability, negligence or otherwise, including any lost profits, downtime, loss or damage to goodwill or any other business loss or damage; or
  - (b) any loss or damage to data, software, programs, information, sounds, audio recording or sequences stored in or installed on or used with the Product or any part of the Product or on any media, including the cost of recovering or reproducing same.
- 8.2 This limitation applies even if repair, replacement or refund of the Product does not fully compensate you for any losses.
- 8.3 This limitation does not apply to liability for death or personal injury caused by STC's negligence or fraud, or other liability that cannot lawfully be excluded or restricted.
- 8.4 This limitation may not apply to you as your country or state may not permit a limitation of incidental or consequential damages.

## 9. GENERAL

- 9.1 **No Variation:** No STC distributor, reseller, agent or employee is authorized to make any modification, extension or addition to this Warranty.
- 9.2 **Severability:** If any provisions of this Warranty are held to be invalid or unenforceable, the remaining provisions of this Warranty shall not be affected and shall continue in effect as though the invalid provisions were deleted.