

AURALiC

WARRANTY AND DISCLAIMER

IMPORTANT: BY USING YOUR AURALiC LIGHTNING DEVICE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE AURALiC ONE (1) YEAR LIMITED WARRANTY (“WARRANTY”) AS SET OUT BELOW.

DO NOT USE YOUR LIGHTNING DEVICE UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT, YOU MAY RETURN THE PRODUCT WITHIN RETURN PERIOD TO THE RETAIL LOCATION WHERE YOU PURCHASED IT, WITH ALL ORIGINAL PACKAGING FOR A FULL REFUND.

AURALiC One (1) Year Limited Warranty

For AURALiC Branded Hardware Product Only

1. HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, AURALIC DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

2. WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AURALIC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, AURALIC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT AURALIC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

3. WHAT IS COVERED BY THIS WARRANTY?

AURALiC warrants the AURALiC-branded hardware product and accessories contained in the original packaging ("AURALiC Product") against defects in materials and workmanship when used normally in accordance with AURALiC's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("Warranty Period"). AURALiC's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

4. WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-AURALiC branded hardware products or any software, even if packaged or sold with AURALiC hardware. Manufacturers, suppliers, or publishers, other than AURALiC, may provide their own warranties to you – please contact them for further information. Software distributed by AURALiC with or without the AURALiC brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. AURALiC does not warrant that the operation of the AURALiC Product will be uninterrupted or error-free. AURALiC is not responsible for damage arising from failure to follow instructions relating to the AURALiC Product's use.

This Warranty does not apply: (a) to consumable parts, such as protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the AURALiC Product outside AURALiC's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of AURALiC or an AURALiC Authorized Service Provider; (g) to an AURALiC Product that has been modified to alter functionality or capability without the written permission of AURALiC; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the AURALiC Product, or (i) if any serial number has been removed or defaced from the AURALiC Product.

5. IMPORTANT RESTRICTION FOR PRODUCT SERVICE.

AURALiC may restrict warranty service for product to the country where AURALiC or its Authorized Distributors originally sold the device.

6. YOUR RESPONSIBILITIES

Before receiving warranty service, AURALiC or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow AURALiC's procedures for obtaining warranty service.

Following warranty service your AURALiC Product or a replacement device will be returned to you as your AURALiC Product was configured when originally purchased, subject to applicable updates. AURALiC may install system software updates as part of warranty service that will prevent the AURALiC Product from reverting to an earlier version of the system software.

Important: Do not open the AURALiC Product. Opening the AURALiC Product may cause damage that is not covered by this Warranty. Only AURALiC should perform service on this AURALiC Product.

7. WHAT WILL AURALIC DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to AURALiC, AURALiC will, at its option, (i) repair the AURALiC Product using new or previously used parts that are equivalent to new in performance and reliability, (ii) replace the AURALiC Product with a device that is at least functionally equivalent to the AURALiC Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or (iii) exchange the AURALiC Product for a refund of your purchase price.

AURALiC may request that you replace certain user-installable parts or AURALiC Products. A replacement part or AURALiC Product, including a user-installable part that has been installed in accordance with instructions provided by AURALiC, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When an AURALiC Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes AURALiC's property.

8. HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the online help resources described at page "Contact AURALiC" before seeking warranty service. If the AURALiC Product is still not functioning properly after making use of these resources, please contact an AURALiC representative.

Online information with details on obtaining warranty service is provided at page "[Contact AURALiC](#)".

9. WARRANTY SERVICE OPTIONS

AURALiC will provide warranty service through one or more of the following options:

(i) Carry-in service. You may return your AURALiC Product to an AURALiC Service Center ("ASC") offering carry-in service. Service will be performed at the location, or ASC may send your AURALiC Product to an AURALiC warehouse location to be replaced. Once you are notified that service is complete, you will promptly retrieve the AURALiC Product from the ASC location, or the AURALiC Product will be sent directly to your location from the warehouse location.

(ii) Mail-in service. If AURALiC determines that your AURALiC Product is eligible for mail-in service, AURALiC will send you prepaid waybills and if applicable, packaging material, so that you may ship your AURALiC Product to an ASC or warehouse location in accordance with AURALiC's instructions. Once service is complete, the ASC or warehouse location will return the AURALiC Product to you. AURALiC will pay for shipping to and from your location if all instructions are followed.

10. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, AURALIC 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; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF

EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE AURALIC PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE AURALIC PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. AURALIC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY AURALIC DEVICE UNDER THIS WARRANTY OR REPLACE THE AURALIC PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE AURALIC PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11. GENERAL

No AURALiC reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the AURALiC Product purchase took place. AURALiC or its successor in title is the warrantor under this Warranty.