



## DIGIDESIGN EXTENDED WARRANTY TERMS

Avid Technology International BV, an authorised distributor of Digidesign products and referred to in this letter as Digidesign ("Digidesign"), provides this Extended Warranty ("EW") to purchasers of its products subject to these Digidesign Extended Warranty Terms. As part of your acceptance of Digidesign's Extended Warranty terms and conditions, you agree that your EW on the Digidesign hardware ("Hardware"), which you purchase from Digidesign or one of its authorised resellers, is subject to the terms and conditions set out below.

### SERVICE & COVERAGE

To obtain extended warranty service on a Digidesign product under your EW, call your Digidesign Regional Technical Support to obtain a return authorization ("RA") number. You must have an RA number in order to have your product serviced. Your product may be serviced at a Digidesign factory service center or at a Digidesign Authorized Repair Center. You must call Digidesign Technical Support to obtain field service, if field service is available for your product.

- EW coverage commences on the expiry of the initial product warranty or on the expiry of any other EWs previously acquired. This information will be confirmed from the original product purchase date as evidenced by the product registration date (which is held on file with Digidesign) or from your dated sales receipt.
- Should the EW be for Hardware that is out of warranty, you will not be entitled to the benefits of this EW for a period of 30 days from the commencement date of your EW terms and conditions, and Digidesign reserves the right to conduct an audit of your Hardware before the EW will apply.
- The optional EW grants you, the original purchaser of Digidesign products, an additional year of warranty (after the initial product warranty expires) on the same terms outlined in the ONE-YEAR LIMITED WARRANTY ON HARDWARE printed on your registration card and as set out hereunder.
- In the event that a customer-installable component is not able to resolve the problem, you are required to ship your product to Digidesign at your own cost. The only exception when this will not be required is when Digidesign has authorized field service in its sole discretion.
- Under the EW, products may be repaired or replaced at Digidesign's sole discretion. Instead of repair or replacement, Digidesign reserves the right to refund your purchase price at its sole discretion.
- The EW is non-transferable or assignable by you. Digidesign may assign or transfer this EW to any third party.
- Digidesign does not provide EWs on Hardware which is more than six (6) years old.

### EXTENDED WARRANTY ON HARDWARE

The EW only applies to original purchasers of Hardware from Digidesign or its authorised resellers. Digidesign warrants that Hardware shall be free from material defects in design, materials and workmanship and will function, when used with Digidesign-specified compatible computers, materially in accordance with the documentation provided with the Hardware for a period of one (1) year from the expiry of your initial product warranty. In case of a valid warranty claim, your sole remedy and Digidesign's entire liability under and theory of liability will be, at its option, to repair or replace the product without charge or, if repair or replacement is not possible in Digidesign's sole judgment, to refund the purchase price to you. This EW does not cover normal wear, accidental or intentional damage, theft, misuse, abuse, improper care or alteration, condensation, spilled liquids, or damage caused by repair personnel not authorized by Digidesign. This EW is void if product serial numbers have been altered or removed from the product.

### ADVANCE REPLACEMENT PARTS TERMS AND CONDITIONS

In the event that any part of the Hardware is to be replaced, under this EW, you will be entitled to have replacement parts shipped to you in advance of Digidesign receiving back the faulty parts from yourself. Digidesign will use reasonable endeavours to ensure dispatch to you of the replacement parts within 24 hours. A request for a spare part must be accepted by Digidesign by 15:00 Dublin time for the part to ship during that working day. Certain geographical locations and/or customs restrictions may delay delivery and these will be notified as soon as Digidesign is aware that there is an issue. If you fail to return the faulty part within 10 days of shipment of the replacement part to you, you will be invoiced for the full retail price of the replacement part. Digidesign will not accept return of any faulty parts after expiry of the 10 day period stated above. Digidesign reserves the right to suspend advance parts shipment where there are outstanding invoices relating to replacement parts.

### REPAIR BY QUALIFIED TECHNICIAN ONLY

Customer agrees that Digidesign products are not intended to be opened by the general user and that any replacement of damaged or defective components should only be performed by a qualified technician.



### **RELEASE OF ALL CLAIMS AGAINST DIGIDESIGN**

Customer hereby agrees to release Digidesign from any and all claims and liabilities for personal injury or property damage, including damage to the unit under repair or other equipment, which occurs as a result of either opening or replacing components of a Digidesign product.

### **TERMINATION OF EW ON DIGIDESIGN PRODUCTS**

Opening Digidesign products or replacing components may cause damage to the unit itself or its components. Customer agrees that it will bear sole responsibility for any damage occurring during the component replacement process, and that any such damage will void any EW rights it may have in the unit. Customer agrees to be bound by Digidesign's decision to deny EW coverage for any portion of unit under repair damaged by Customer's replacement of spares kit parts.

### **RISK OF REPAIRING DIGIDESIGN UNITS**

CUSTOMER ACKNOWLEDGES THAT DIGIDESIGN PRODUCTS MAY CONTAIN INTERNAL POWER SUPPLIES THAT ARE EXPOSED WHEN THE UNIT IS OPENED. CUSTOMER FURTHER ACKNOWLEDGES THAT OPENING UNIT CAN RESULT IN RISK, AND IF NOT PROPERLY PERFORMED, POSSIBLY INJURY OR DEATH TO USER. ACCORDINGLY, CUSTOMER AGREES THAT OPENING UNIT AND REPLACING COMPONENTS CAN BE EXTREMELY DANGEROUS AND THAT CUSTOMER IS PROCEEDING AT THEIR OWN RISK.

### **NO OTHER WARRANTIES**

THIS EW IS IN LIEU OF ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. DIGIDESIGN MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE HARDWARE. PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS EW SHALL BE REPAIR OR REPLACEMENT, OR A REFUND OF THE PURCHASE PRICE PAID, AS SPECIFIED HEREIN.

### **NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL DIGIDESIGN BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ANY DEFECT IN THE PRODUCT, INCLUDING LOSS OF USE, LOSS OF DATA, DOWNTIME, LOST PROFITS, DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGE FOR PERSONAL INJURY, EVEN IF DIGIDESIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGIDESIGN'S LIABILITY FOR ANY CLAIM, LOSSES, DAMAGES OR INJURY, WHETHER CAUSED BY BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.