

MusicianLink Warranty Information



Subject to the terms and conditions set forth herein, MusicianLink, Inc. (“MusicianLink”) provides this Limited Warranty:

- Only to the person or entity that originally purchased the product from MusicianLink or its authorized reseller or distributor, and
- Only for products purchased and delivered within the fifty states of the United States, the District of Columbia, U.S. Possessions or Protectorates, U.S. Military Installations, or addresses with an APO or FPO; Canada, or Mexico.

Limited Warranty:

MusicianLink warrants that the hardware portion of the MusicianLink product described below (“Hardware”) will be free from material defects in workmanship and materials under normal use from the date of original retail purchase of the product, for the period set forth below (“Warranty Period”), except as otherwise stated herein.

- Hardware (excluding power supplies): One (1) year
- Power supplies: One (1) year
- Free Technical Support - Basic Installation: Ninety (90) days

The customer’s sole and exclusive remedy and the entire liability of MusicianLink and its suppliers under this Limited Warranty will be, at MusicianLink’s option, to repair or replace the defective Hardware during the Warranty Period at no charge to the original owner or to refund the actual purchase price paid. Any repair or replacement will be rendered by MusicianLink at an Authorized MusicianLink Service Office. The replacement hardware need not be new or have an identical make, model or part. MusicianLink may, at its option, replace the defective Hardware or any part thereof with any reconditioned product that MusicianLink reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer, and is subject to the same limitations and exclusions. If a material defect is incapable of correction, or if MusicianLink determines that it is not practical to repair or replace the defective Hardware, the actual price paid by the original purchaser for the defective Hardware will be refunded by MusicianLink upon return to MusicianLink of the defective Hardware. All Hardware or part thereof that is replaced by MusicianLink, or for which the purchase price is refunded, shall become the property of MusicianLink upon replacement or refund.

Limited Software Warranty:

MusicianLink warrants that the software portion of the product (“Software”) will substantially conform to MusicianLink’s then current functional specifications for the Software, as set forth in the applicable documentation, from the date of original retail purchase of the Software for a

period of ninety (90) days ("Software Warranty Period"), provided that the Software is properly installed on approved hardware and operated as contemplated in its documentation. MusicianLink further warrants that, during the Software Warranty Period, the magnetic media on which MusicianLink delivers the Software will be free of physical defects. The customer's sole and exclusive remedy and the entire liability of MusicianLink and its suppliers under this Limited Warranty will be, at MusicianLink's option, to replace the non-conforming Software (or defective media) with software that substantially conforms to MusicianLink's functional specifications for the Software or to refund the portion of the actual purchase price paid that is attributable to the Software. Except as otherwise agreed by MusicianLink in writing, the replacement Software is provided only to the original licensee, and is subject to the terms and conditions of the license granted by MusicianLink for the Software. Replacement Software will be warranted for the remainder of the original Warranty Period and is subject to the same limitations and exclusions. If a material non-conformance is incapable of correction, or if MusicianLink determines in its sole discretion that it is not practical to replace the non-conforming Software, the price paid by the original licensee for the non-conforming Software will be refunded by MusicianLink; provided that the non-conforming Software (and all copies thereof) is first returned to MusicianLink. The license granted respecting any Software for which a refund is given automatically terminates.

Non-Applicability of Warranty:

The Limited Warranty provided hereunder for Hardware and Software portions of MusicianLink's products will not be applied to and does not cover any refurbished product and any product purchased through the inventory clearance or liquidation sale or other sales in which MusicianLink, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product and in that case, the product is being sold "As-Is" without any warranty whatsoever including, without limitation, the Limited Warranty as described herein, notwithstanding anything stated herein to the contrary.

Submitting A Claim:

The customer shall return the product to the original purchase point based on its return policy. In case the return policy period has expired and the product is within warranty, the customer shall submit a claim to MusicianLink as outlined below:

- The customer must submit with the product as part of the claim a written description of the Hardware defect or Software nonconformance in sufficient detail to allow MusicianLink to confirm the same, along with proof of purchase of the product (such as a copy of the dated purchase invoice for the product) if the product is not registered.
- The customer must obtain a Case ID Number from MusicianLink Technical Support at 1-877-453-5465, who will attempt to assist the customer in resolving any suspected defects with the product. If the product is considered defective, the customer must obtain a Return Material Authorization ("RMA") number by sending email with the Case ID Number to: rma@musicianlink.com. An RMA number will then be assigned and returned to the customer via email.
- After an RMA number is issued, the defective product must be packaged securely in the original or other suitable shipping package to ensure that it will not be damaged in transit, and the RMA number must be prominently marked on the outside of the package. Do not include any manuals or accessories in the shipping package. MusicianLink will only replace the defective portion of the product and will not ship back any accessories.
- The customer is responsible for all in-bound shipping charges to MusicianLink. No Cash on Delivery ("COD") is allowed. Products sent COD will either be rejected by MusicianLink or become the property of MusicianLink. Products shall be fully insured by the customer and shipped to MusicianLink Returns, 1209 San Luis Obispo, Hayward, CA 94544. MusicianLink will not be held responsible for any packages that are lost in transit to MusicianLink. The repaired or replaced packages will be shipped to the customer via

Federal Express Ground or any common carrier selected by MusicianLink. Return shipping charges shall be prepaid by MusicianLink if you use an address in the United States, otherwise we will ship the product to you freight collect. Expedited shipping is available upon request and provided shipping charges are prepaid by the customer. MusicianLink may reject or return any product that is not packaged and shipped in strict compliance with the foregoing requirements, or for which an RMA number is not visible from the outside of the package. The product owner agrees to pay MusicianLink's reasonable handling and return shipping charges for any product that is not packaged and shipped in accordance with the foregoing requirements, or that is determined by MusicianLink not to be defective or non-conforming.

What Is Not Covered:

The Limited Warranty provided herein by MusicianLink does not cover:

Products that, in MusicianLink's judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not contemplated in the documentation for the product, or if the model or serial number has been altered, tampered with, defaced or removed; Initial installation, installation and removal of the product for repair, and shipping costs; Operational adjustments covered in the operating manual for the product, and normal maintenance; Damage that occurs in shipment, due to act of God, failures due to power surge, and cosmetic damage; Any hardware, software, firmware or other products or services provided by anyone other than MusicianLink; and Products that have been purchased from inventory clearance or liquidation sales or other sales in which MusicianLink, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product.

Any necessary maintenance or repairs on your Product must be performed by MusicianLink, Inc. Improper or incorrectly performed maintenance or repair voids this Limited Warranty.

Disclaimer of Other Warranties:

EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE PURCHASER OF THE PRODUCT.

Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MUSICIANLINK IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH MUSICIANLINK'S PRODUCT IS CONNECTED WITH, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO MUSICIANLINK FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF MUSICIANLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPAIR, REPLACEMENT OR REFUND OF THE DEFECTIVE OR NONCONFORMING PRODUCT. THE MAXIMUM LIABILITY OF

MUSICIANLINK UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

Governing Law:

This Limited Warranty shall be governed by the laws of the State of California. Some states do not allow exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the foregoing limitations and exclusions may not apply. This Limited Warranty provides specific legal rights and you may also have other rights which vary from state to state.

Trademarks:

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CE Mark Warning:

This is a Class B product. In a domestic environment, this product may cause radio interference, in which case the user may be required to take adequate measures.

FCC Statement:

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communication. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.