

7 Warranty and Service

The Symetrix 422 Limited Warranty

Symetrix, Inc. expressly warrants that the product will be free from defects in material and workmanship for one (1) year. Symetrix's obligations under this warranty will be limited to repairing or replacing, at Symetrix's option, the part or parts of the product which prove defective in material or workmanship within one (1) year from date of purchase, provided that the Buyer gives Symetrix prompt notice of any defect or failure and satisfactory proof thereof. Products may be returned by Buyer only after a Return Authorization number (RA) has been obtained from Symetrix. Buyer will prepay all freight charges to return the product to the Symetrix factory. Symetrix reserves the right to inspect any products which may be the subject of any warranty claim before repair or replacement is carried out. Symetrix may, at its option, require proof of the original date of purchase (dated copy of original retail dealer's invoice). Final determination of warranty coverage lies solely with Symetrix. Products repaired under warranty will be returned freight prepaid via United Parcel Service by Symetrix, to any location within the Continental United States. Outside the Continental United States, products will be returned freight collect.

The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Symetrix, Inc. expressly disclaims any IMPLIED warranties, including fitness for a particular purpose or merchantability. Symetrix's warranty obligation and buyer's remedies hereunder are SOLELY and exclusively as stated herein.

This Symetrix product is designed and manufactured for use in professional and studio audio systems and is not intended for other usage. With respect to products purchased by consumers for personal, family, or household use, Symetrix **expressly disclaims all implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

This limited warranty, with all terms, conditions and disclaimers set forth herein, shall extend to the original purchaser and anyone who purchases the product within the specified warranty period.

Warranty Registration must be completed and mailed to Symetrix within thirty (30) days of the date of purchase.

Symetrix does not authorize any third party, including any dealer or sales representative, to assume any liability or make any additional warranties or representation regarding this product information on behalf of Symetrix.

This limited warranty gives the buyer certain rights. You may have additional rights provided by applicable law.

Limitation of Liability

The total liability of Symetrix on any claim, whether in contract, tort (including negligence) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any product will not exceed the price allocatable to the product or any part thereof which gives rise to the claim. In no event will Symetrix be liable for any incidental or consequential damages including but not limited to damage for loss of revenue, cost of capital, claims of customers for service interruptions or failure to supply, and costs and expenses incurred in connection with labor, overhead, transportation, installation or removal of products or substitute facilities or supply houses.