

Auralex Acoustics Inc. Worry-Free Warranty

Auralex Acoustics, Inc. ("Auralex") warrants to the original purchaser ("you") that Auralex's products will perform to published specifications and will be free from defects in materials and workmanship under normal application, installation, use and service conditions for a period of ninety (90) days* from the date of purchase. Upon the return of defective product or component prior to the expiration of the warranty period, Auralex will, at its option, repair the defective product or component or replace it with a comparable product or component.

Notwithstanding any other term or condition contained herein, this warranty does not apply to any product or component that, in Auralex's judgment, has been subject to misuse, neglect, or accident or which has been damaged because it has not been stored, installed, operated, used or maintained in accordance with the product and component manuals, installation guidelines and technical specifications.

No product or component may be returned to Auralex without first obtaining from Auralex a Return Material Authorization ("RMA") number. To request an RMA, please contact us at 317-842-2600 or send an e-mail to warranty@auralex.com describing the warranty issue and attach a copy of your original proof of purchase and digital pictures of the defective product. Please have your original proof of purchase available when you contact us. If it is determined that the Product may be defective, you will be given a RMA number and instructions for product return. Returns must include proof of purchase and are to be shipped prepaid and insured in an approved shipping container to the address on the RMA. Your original box and packaging materials should be kept for storing or shipping your Product. Auralex will not accept the return of any product or component without a RMA, and any such return will be returned to you at your expense.

Under no circumstances will Auralex be liable or in any way responsible for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute product, facilities or services, down time costs or claims of claimant's customers. Repair, replacement or refund, in the manner described herein, shall constitute complete fulfillment of all Auralex's liabilities and responsibilities to you with respect to Auralex's products and shall constitute full satisfaction of all claims, whether based on warranty, contract, negligence, strict liability or otherwise. Auralex's aggregate liability for all claims of any kind or for any loss or damages arising out of, resulting from or relating to any aspect of this warranty or from Auralex's products or services shall not exceed the price paid by you for the specific Auralex product or component in respect of the claim.

No action, regardless of form, arising out of or in any way connected with this warranty may be brought more than one (1) year after the cause of action has accrued.

AURALEX'S EXCLUSIVE LIABILITY, AND YOUR EXCLUSIVE REMEDY, FOR BREACH OF THIS WARRANTY IS LIMITED TO AURALEX'S REPAIR OR REPLACEMENT (AT AURALEX'S OPTION) OF THE PRODUCT AS SET FORTH ABOVE. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

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