

## BLACKHEART LIMITED PRODUCT WARRANTY

This Limited Product Warranty ("Product Warranty") is provided by Loud Technologies Inc. ("Loud") and is applicable to Products (as defined below) purchased in the United States or Canada through a Loud- authorized reseller or dealer. THIS PRODUCT WARRANTY TOGETHER WITH THE DOCUMENTATION, YOUR INVOICE, RECEIPT AND THE TERMS AND CONDITIONS LOCATED AT [[www.blackhearteng.com/warranty](http://www.blackhearteng.com/warranty)] CONSTITUTE THE ENTIRE AGREEMENT, AND SUPERSEDES ANY WARRANTY TERMS CONTAINED IN THE OPERATOR MANUAL. The Product Warranty will not extend to anyone other than the original purchaser of the product (hereinafter, "Customer," or "you" or "your").

**Section1. Definitions.** (a) "Documentation" means the specifications, operator's manual (other than the product warranty contained therein), invoice and product receipt furnished to Customer at the time of sale. For the avoidance of doubt, the Documentation does not include the limited warranty contained in the operator's manual which may differ from this product Warranty. If this Product Warranty conflicts with any terms and conditions of the Documentation or your invoice, receipt or the terms and conditions located at [[www.blackhearteng.com/warranty](http://www.blackhearteng.com/warranty)], this Product Warranty will prevail. (b) "IPR" means patent, copyright, trademark, trade secret and other intellectual property rights. (c) "Product" means your product bearing the official Blackheart name. (d) "Warranty Period" means **1 (one) year** from the original date of purchase of the Product. To determine the Warranty Period for the Product, see your invoice, receipt or the warranty period described herein.

### Section2. Limited Warranty and Remedies

**2.1 Warranties.** Loud warrants to Customer that the Product will be free from defects in materials and workmanship under normal use during the Warranty Period of **1 (one) year**. This Product Warranty does not include: (a) physical installation or removal of the Product at or from Customer's site; (b) visits to Customer's site; (c) labor necessary to effect repairs or replace defective parts other than during normal business hours Pacific time, exclusive of weekends and Loud / authorized service center holidays; (d) expendable or disposable items; (e) Product calibration; (f) any power distribution related to the Product, accessories or other devices associated with the use of the Product within the Customer's facility (e.g., outlets, fuse boxes and wiring); (g) Products with missing or altered inspection seals or serial numbers; (h) normal wear and tear such as scratches, etc; or (i) any work with any third party equipment or software.

**2.2 Remedies.** If the Product fails to conform to the warranty in Section 2.1, then Loud or its authorized service representative will, at its option, either repair or replace any such nonconforming Product, provided that Customer gives notice of the noncompliance within the Warranty Period to Company at [[www.blackhearteng.com/support](http://www.blackhearteng.com/support)] or by calling Loud technical support at [(866) 858-5832] between normal business hours Pacific time, excluding weekend or Loud holidays. Please retain the original dated sales receipt as evidence of the date of purchase. You will need it to obtain any warranty service. As part of your notice of noncompliance include a detailed description of the manner in which the Product does not comply (including, without limitation, the date, location and description of the circumstances under which the noncompliance occurred or was first noticed), the date of purchase, the model and serial number(s), information and results of any testing done by you using the approved testing methods set forth in the Documentation, your contact information, a request for authorization to return the Product and such other reasonable information requested by Loud or its authorized service representative.

**2.3 Product Warranty Claim Procedure.** In order to recover under this Product Warranty, you must provide valid proof of purchase (such as an original receipt, Product warranty registration card, on-line

registration or other documentation Loud deems acceptable) for the Product. When Loud receives any such notice, Loud will evaluate the documentation and materials to determine whether the Product Warranty applies and, if so, to determine the appropriate warranty service arrangement: field repair or manufacturer repair or replacement. Loud reserves the right, before having to provide any obligation under this Product Warranty, to inspect the damaged or nonconforming Product. Only Loud or its authorized service representatives may authorize any warranty services. If Loud determines that the Product does not conform to the warranty in Section 2.1, then you will be advised as to the warranty service arrangement (i.e., field repair or manufacturer repair or replacement) and, in the case of manufacture repair or replacement, you will be assigned a "Service Request Number" and directed to send the Product to Loud or an authorized service representative at your expense. You must (a) return the Product to Loud or the designated authorized service center in the original or equivalent packaging, (b) prepay shipping charges, (c) insure the shipment or accept the risk the Product is lost or damaged in shipment, (d) provide valid proof of purchase from a Loud authorized reseller or dealer (such as an original receipt, Product warranty registration card, on-line registration or other documentation Loud deems acceptable) and (e) your return address (please no P.O. boxes or route numbers). Please write the Service Request Number in large letters on the top of the package. If, after the expenditure of commercially reasonable efforts, Loud or its authorized service representative is unable to correct the noncompliance, Loud will replace your product with a comparable product that is new or refurbished. Loud or its authorized service representative will return the repaired or replaced Product to you. Loud will pay to ship the repaired or replaced Product to you if you use an address in the United States (excluding Puerto Rico and U.S possessions and territories) or Canada. Otherwise, Loud or its authorized service representative will ship the Product to you freight collect. Any replacement under this Product Warranty will be warranted in accordance with this Product Warranty for **1 (one) year** after the repaired or replaced Product is received by you or the remainder of the original Warranty Period, whichever is longer. If Loud or its authorized service representative determines that the Product is not covered under this Product Warranty, then Loud or its authorized service representative will notify you and inform you of the service alternatives that are available to you on a fees basis.

**2.4 Telephone/Web Support.** During the applicable Warranty Period, Loud will make available to you telephone support between normal business hours Pacific time, exclusive of weekends and Loud holidays, to assist you in the use of the Product. Telephone support services can be obtained by calling [(866) 858-5832] or by visiting [[www.blackhearteng.com/support](http://www.blackhearteng.com/support)] and following the instructions on reporting a warranty issue.

**2.5 Exclusions.** This Product Warranty does not apply to any problems or damage caused by or that result from: (a) use of the Product not in accordance with the Documentation or this Product Warranty; (b) external causes such as accident, modification, damage, misuse, neglect, abuse, improper installation or other action of Customer or any third party; (c) services not authorized by Loud; (d) failure to perform preventative maintenance; or (e) use of the Product with items not provided by or otherwise authorized in writing by Loud. Loud does not warrant that the Product or Documentation is free from bugs, errors or deficiencies.

**2.6 Disclaimer and Release.** THIS PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FOR STATE TO STATE (OR JURISDICTION TO JURISDICTION). THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF LOUD AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS PRODUCT WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF LOUD AND ALL OTHER REMEDIES OF CUSTOMER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY PRODUCT, DOCUMENTATION OR OTHER ITEMS OR SERVICES FURNISHED BY OR ON BEHALF OF

LOUD UNDER THIS PRODUCT WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) CLAIM OF INFRINGEMENT OR MISAPPROPRIATION; OR (D) CLAIM IN TORT (WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER THEORY). SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY WILL NOT BE APPLICABLE TO THE EXTENT THAT ANY PROVISION OF THIS PRODUCT WARRANTY IS PROHIBITED BY FEDERAL, STATE OR MUNICIPAL LAW.

### **Section 3. Limitations of Liability**

**3.1 Force Majeure.** Loud will not be liable for, or be considered to be in breach of or default under this Product Warranty on account of, any delay or failure to perform as required by this Product Warranty as a result of any cause or condition beyond its reasonable control (including, without limitation, any act or failure to act by the other party).

**3.2 No Consequential Damages.** IN NO EVENT WILL LOUD OR ITS AUTHORIZED RESELLER, DEALERS OR SERVICE REPRESENTATIVES HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE IN CONNECTION WITH OR ARISING OUT OF CUSTOMERS USE OF THE PRODUCT, DOCUMENTATION OR ANY OTHER ITEMS OR SERVICES FURNISHED UNDER THE PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**3.3 Limitation of Liability.** LOUD'S AGGREGATE LIABILITY WITH REGARD TO THE PRODUCT, DOCUMENTATION OR ANY OTHER ITEMS OR SERVICES FURNISHED UNDER THIS PRODUCT WARRANTY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

### **Section 4. Miscellaneous**

**4.1 Ownership.** The Product and Documentation involve valuable IPR of Loud or its licensors. No title to or ownership of any IPR in or to the Product or Documentation is transferred to Customer under the Agreement. Customer will not attempt to reverse engineer any Product or component thereof or to otherwise misappropriate, circumvent or violate any of Loud's IPR. Without limiting the generality of the foregoing, Loud reserves all of its right, title and interest (including, without limitation, any and all IPR) in and to the Product and the Documentation.

**4.2 Assignment.** Customer shall not assign any of its rights under this Product Warranty directly, by operation of law or otherwise, without the prior written consent of Loud. Subject to the foregoing restriction on assignment by Customer, this Product Warranty shall be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

**4.3 Applicable Law and Venue.** This Product Warranty will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles to the contrary. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Product Warranty. Each party hereby consents to the jurisdiction of the state and federal courts located in King County, State of Washington, U.S.A. with respect to any claim arising under or by reason of these Standard Terms.

**4.4 Entire Agreement.** The Product Warranty, together with the Documentation and your invoice,

receipt or the terms and conditions located at [[www.blackhearteng.com/warranty](http://www.blackhearteng.com/warranty)], constitutes the entire agreement, and supersedes any and all prior agreements, between Loud and Customer related to the subject matter hereof. No amendment, modification or waiver of any of the provisions of this Product Warranty will be valid unless set forth in a written instrument signed by the party to be bound thereby. If this Product Warranty conflicts with any terms and conditions of the Documentation or your invoice, receipt or the terms and conditions located at [[www.blackhearteng.com/warranty](http://www.blackhearteng.com/warranty)], this Product Warranty will prevail.

## 90-DAY NO FAULT DISCONTINUED AND B STOCK LIMITED PRODUCT WARRANTY

This Limited Product Warranty ("Product Warranty") is provided by Loud Technologies Inc. ("Loud") and is applicable to Products (as defined below) purchased in the United States or Canada through a Loud- authorized reseller or dealer. THIS PRODUCT WARRANTY TOGETHER WITH THE DOCUMENTATION, YOUR INVOICE, RECEIPT AND THE TERMS AND CONDITIONS LOCATED AT [\[www.blackhearteng.com/warranty\]](http://www.blackhearteng.com/warranty) CONSTITUTE THE ENTIRE AGREEMENT, AND SUPERSEDES ANY WARRANTY TERMS CONTAINED IN THE OPERATOR MANUAL. The Product Warranty will not extend to anyone other than the original purchaser of the product (hereinafter, "Customer," or "you" or "your").

**Section1. Definitions.** (a) "Documentation" means the specifications, operator's manual (other than the product warranty contained therein), invoice and product receipt furnished to Customer at the time of sale. For the avoidance of doubt, the Documentation does not include the limited warranty contained in the operator's manual which may differ from this product Warranty. If this Product Warranty conflicts with any terms and conditions of the Documentation or your invoice, receipt or the terms and conditions located at [\[www.blackhearteng.com/warranty\]](http://www.blackhearteng.com/warranty), this Product Warranty will prevail. (b) "IPR" means patent, copyright, trademark, trade secret and other intellectual property rights. (c) "Product" means your product bearing the official Blackheart name. (d) "Warranty Period" means **90 days** from the original date of purchase of the Product. To determine the Warranty Period for the Product, see your invoice, receipt or the warranty period described herein.

### Section2. Limited Warranty and Remedies

**2.1 Warranties.** Loud warrants to Customer that the Product will be free from defects in materials and workmanship under normal use during the Warranty Period of 90 days. This Product Warranty does not include: (a) physical installation or removal of the Product at or from Customer's site; (b) visits to Customer's site; (c) labor necessary to effect repairs or replace defective parts other than during normal business hours Pacific time, exclusive of weekends and Loud / authorized service center holidays; (d) expendable or disposable items; (e) Product calibration; (f) any power distribution related to the Product, accessories or other devices associated with the use of the Product within the Customer's facility (e.g., outlets, fuse boxes and wiring); (g) Products with missing or altered inspection seals or serial numbers; (h) normal wear and tear such as scratches, etc; or (i) any work with any third party equipment or software.

**2.2 Remedies.** If the Product fails to conform to the warranty in Section 2.1, then Loud or its authorized service representative will, at its option, either repair or replace any such nonconforming Product, provided that Customer gives notice of the noncompliance within the Warranty Period to Company at [\[www.blackhearteng.com/support\]](http://www.blackhearteng.com/support) or by calling Loud technical support at **[(866) 858-5832]** between normal business hours Pacific time, excluding weekend or Loud holidays. Please retain the original dated sales receipt as evidence of the date of purchase. You will need it to obtain any warranty service. As part of your notice of noncompliance include a detailed description of the manner in which the Product does not comply (including, without limitation, the date, location and description of the circumstances under which the noncompliance occurred or was first noticed), the date of purchase, the model and serial number(s), information and results of any testing done by you using the approved testing methods set forth in the Documentation, your contact information, a request for authorization to return the Product and such other reasonable information requested by Loud or its authorized service representative.

**2.3 Product Warranty Claim Procedure.** In order to recover under this Product Warranty, you must provide valid proof of purchase (such as an original receipt, Product warranty registration card, on-line registration or other documentation Loud deems acceptable) for the Product. When Loud receives any such notice, Loud will evaluate the documentation and materials to determine whether the Product Warranty applies and, if so, to determine the appropriate warranty service arrangement: field repair or manufacturer repair or replacement. Loud reserves the right, before having to provide any obligation under this Product Warranty, to inspect the damaged or nonconforming Product. Only Loud or its authorized service representatives may authorize any warranty services. If Loud determines that the Product does not conform to the warranty in Section 2.1, then you will be advised as to the warranty service arrangement (i.e., field repair or manufacturer repair or replacement) and, in the case of manufacture repair or replacement, you will be assigned a "Service Request Number" and directed to send the Product to Loud or an authorized service representative at your expense. You must (a) return the Product to Loud or the designated authorized service center in the original or equivalent packaging, (b) prepay shipping charges, (c) insure the shipment or accept the risk the Product is lost or damaged in shipment, (d) provide valid proof of purchase from a Loud authorized reseller or dealer (such as an original receipt, Product warranty registration card, on-line registration or other documentation Loud deems acceptable) and (e) your return address (please no P.O. boxes or route numbers). Please write the Service Request Number in large letters on the top of the package. If, after the expenditure of commercially reasonable efforts, Loud or its authorized service representative is unable to correct the noncompliance, Loud will replace your product with a comparable product that is new or refurbished. Loud or its authorized service representative will return the repaired or replaced Product to you. Loud will pay to ship the repaired or replaced Product to you if you use an address in the United States (excluding Puerto Rico and U.S possessions and territories) or Canada. Otherwise, Loud or its authorized service representative will ship the Product to you freight collect. Any replacement under this Product Warranty will be warranted in accordance with this Product Warranty for ninety (90) days after the repaired or replaced Product is received by you or the remainder of the original Warranty Period, whichever is longer. If Loud or its authorized service representative determines that the Product is not covered under this Product Warranty, then Loud or its authorized service representative will notify you and inform you of the service alternatives that are available to you on a fees basis.

**2.4 Telephone/Web Support.** During the applicable Warranty Period, Loud will make available to you telephone support between normal business hours Pacific time, exclusive of weekends and Loud holidays, to assist you in the use of the Product. Telephone support services can be obtained by calling **[(866) 858-5832]** or by visiting [\[www.blackhearteng.com/support\]](http://www.blackhearteng.com/support) and following the instructions on reporting a warranty issue.

**2.5 Exclusions.** This Product Warranty does not apply to any problems or damage caused by or that result from: (a) use of the Product not in accordance with the Documentation or this Product Warranty; (b) external causes such as accident, modification, damage, misuse, neglect, abuse, improper installation or other action of Customer or any third party; (c) services not authorized by Loud; (d) failure to perform preventative maintenance; or (e) use of the Product with items not provided by or otherwise authorized in writing by Loud. Loud does not warrant that the Product or Documentation is free from bugs, errors or deficiencies.

**2.6 Disclaimer and Release.** THIS PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FOR STATE TO STATE (OR JURISDICTION TO JURISDICTION). THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF LOUD AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS PRODUCT WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF LOUD AND ALL OTHER REMEDIES OF CUSTOMER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY PRODUCT, DOCUMENTATION OR OTHER ITEMS OR SERVICES FURNISHED BY OR ON BEHALF OF LOUD UNDER THIS PRODUCT WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) CLAIM OF INFRINGEMENT OR MISAPPROPRIATION; OR (D) CLAIM IN TORT (WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER THEORY). SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY WILL NOT BE APPLICABLE TO THE EXTENT THAT ANY PROVISION OF THIS PRODUCT WARRANTY IS PROHIBITED BY FEDERAL, STATE OR MUNICIPAL LAW.

### **Section 3. Limitations of Liability**

**3.1 Force Majeure.** Loud will not be liable for, or be considered to be in breach of or default under this Product Warranty on account of, any delay or failure to perform as required by this Product Warranty as a result of any cause or condition beyond its reasonable control (including, without limitation, any act or failure to act by the other party).

**3.2 No Consequential Damages.** IN NO EVENT WILL LOUD OR ITS AUTHORIZED RESELLER, DEALERS OR SERVICE REPRESENTATIVES HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE IN CONNECTION WITH OR ARISING OUT OF CUSTOMERS USE OF THE PRODUCT, DOCUMENTATION OR ANY OTHER ITEMS OR SERVICES FURNISHED UNDER THE PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**3.3 Limitation of Liability.** LOUD'S AGGREGATE LIABILITY WITH REGARD TO THE PRODUCT, DOCUMENTATION OR ANY OTHER ITEMS OR SERVICES FURNISHED UNDER THIS PRODUCT WARRANTY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

### **Section 4. Miscellaneous**

**4.1 Ownership.** The Product and Documentation involve valuable IPR of Loud or its licensors. No title to or ownership of any IPR in or to the Product or Documentation is transferred to Customer under the Agreement. Customer will not attempt to reverse engineer any Product or component thereof or to otherwise misappropriate, circumvent or violate any of Loud's IPR. Without limiting the generality of the foregoing, Loud reserves all of its right, title and interest (including, without limitation, any and all IPR) in and to the Product and the Documentation.

**4.2 Assignment.** Customer shall not assign any of its rights under this Product Warranty directly, by operation of law or otherwise, without the prior written consent of Loud. Subject to the foregoing restriction on assignment by Customer, this Product Warranty shall be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

**4.3 Applicable Law and Venue.** This Product Warranty will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles to the contrary. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Product Warranty. Each party hereby consents to the jurisdiction of the state and federal courts located in King County, State of Washington, U.S.A. with respect to any claim arising under or by reason of these Standard Terms.

**4.4 Entire Agreement.** The Product Warranty, together with the Documentation and your invoice, receipt or the terms and conditions located at [[www.blackhearteng.com/warranty](http://www.blackhearteng.com/warranty)], constitutes the entire agreement, and supersedes any and all prior agreements, between Loud and Customer related to the subject matter hereof. No amendment, modification or waiver of any of the provisions of this Product Warranty will be valid unless set forth in a written instrument signed by the party to be bound thereby. If this Product Warranty conflicts with any terms and conditions of the Documentation or your invoice, receipt or the terms and conditions located at [[www.blackhearteng.com/warranty](http://www.blackhearteng.com/warranty)], this Product Warranty will prevail.