

## TRANSFERABLE LIMITED WARRANTY

This document describes the warranty provided by Community Professional Loudspeakers, a Pennsylvania Corporation, located at 333 East 5th Street, Chester, Pennsylvania, USA 19013. If you are not sure of the extent of your warranty, please ask for advice. This warranty does not affect your statutory rights to the extent they cannot be limited. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

### LIMITED WARRANTY TERMS AND CONDITIONS

#### 1. Limited Warranty

New Community Products, as listed below (Products Covered Under This Warranty), purchased from an authorized Community dealer in the USA, are warranted against defects in material or workmanship under normal use for the applicable warranty period ("Warranty Period") as listed below. For warranty service on products purchased and used within the United States contact your dealer or the factory. For service on Community products purchased from outside of the United States, please contact your authorized Community Distributor.

#### 2. Products Covered Under This Warranty

All CLOUD, CPL, ENTASYS, I/O, iBOX, M-CLASS, R-SERIES, SLS/SBS, S-SERIES, TLF218, VERIS, VLF, WET SERIES II, and XLTE Loudspeaker Systems, all Community-brand HORNS and all MOUNTING KITS are covered by this limited warranty for a period of five (5) years.

The loudspeaker enclosure of all Community WET Series II and R-Series loudspeakers (except for R.25PA unless used indoors only) is further warranted for structural integrity for a period of fifteen (15) years.

Note that SLS and SBS Series Electronically Controlled Loudspeaker Systems are warranted for a period of five (5) years only when used with the appropriate System Controller as detailed in the Community SLS/SBS Owner's Manual. Use without the appropriate System Controller will void the warranty.

Community MVP and DnD loudspeaker systems' warranty is listed elsewhere.

New Community loudspeakers and compression drivers sold individually are warranted for two (2) years. Community loudspeakers and compression drivers sold as replacement parts, not installed in Community loudspeaker systems, are covered by this limited warranty for a period of ninety (90) days.

Community electronic controllers are warranted for one (1) year.

All Community loudspeaker systems not specifically mentioned above are covered by this limited warranty for a period of two (2) years.

#### 3. Warranty Coverage

Warranty coverage commences from the date of sale of the Product from an authorized Community Dealer. The warranty begins upon date of sale to the installer (installation products) or to the end user (retail products). Please retain your sales receipt along with the warranty information. This warranty applies to the product; therefore, the remainder of the warranty period will be automatically transferred to any subsequent owner. When seeking service under warranty you must present the original proof of purchase.

#### 4. Warranty Service Provided

If the Product becomes defective during the Warranty Period, Community will, at its sole option and without charge for materials and labor, repair the Product with new or reconditioned components or parts, or replace the Product with a new or reconditioned Product or with a functionally equivalent Product. Parts removed from the Product during Warranty Service will become the property of Community. The Purchaser pays to ship the Product to Community. Community will pay for return shipping only on those products repaired under warranty.

#### 5. Obtaining Warranty Service

You must present a copy of your original Proof of Purchase receipt for Warranty Service. Warranty Service may be handled by the factory or by factory-authorized Field Service Stations. To obtain field warranty service, contact the factory at (610) 876-3400 for the name and address of the nearest Field Service Station. To obtain Factory Service, contact (610) 876-3400 for a Return Authorization (R/A) Number. If you require packaging material for the Product, please notify Community Service when you call. Packaging materials are available for a nominal charge.

To ship the Product for Warranty Service, the following information must be included and legible:

- Complete name, daytime telephone number, return street address and Return Authorization Number.
- A copy of your original Proof of Purchase receipt
- Note that the Serial Number of the Product must be unaltered, intact and legible.

- Include a complete description of the problem you have been experiencing, including a description of how the equipment was being used and with what type / size amplifier.

The Product must be shipped in its original carton and packing material or equivalent so as not to be damaged while in transit. Product shipped in substandard packaging will be refused. Postage, packaging, insurance and shipping costs for returning your Product to Community for Warranty Service are your responsibility. Community is not responsible for any loss or damage to the Product or for any missing accessories or parts.

## 6. Exclusions from Warranty Coverage

- Defects caused by operation of the Product outside the usage parameters stated in the applicable operations manual, or, if no operations manual is available, outside of normal accepted use.
- Malfunctions caused by misuse or abuse, by improper installation, operation or maintenance, by improper connections or peripherals, by service modifications or repairs performed by a person not authorized by Community, or by other conditions not arising from defects in original Product materials and original workmanship.
- Damage or defects caused by exposure to corrosive environments.
- Damage or defects caused by lightning, storm, accidents or other 'Acts of God.'
- Malfunction or failure caused by accidental or intentional damage.
- Theft, vandalism, fire, etc.
- Defects resulting from normal wear and tear.

Final determination of warranty coverage lies solely with the Community factory.

## 7. Warranty Disclaimer and Limitations

THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL CONDITIONS AND WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF COMMUNITY AND ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS OR AUTHORIZED DEALERS. ALL IMPLIED OR STATUTORY CONDITIONS AND WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED AS SET FORTH HEREIN. IF THE PRODUCT IS DEFECTIVE IN MATERIALS OR WORKMANSHIP, THE ORIGINAL

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMMUNITY AND ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS, AND AUTHORIZED DEALERS SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED ON WARRANTY, CONDITION, TORT OR CONTRACT (EVEN IN THE NATURE OF BREACH OF FUNDAMENTAL TERM) EXCEPT TO THE EXTENT PROHIBITED BY LAW. THIS IS THE EXCLUSIVE WRITTEN LIMITED WARRANTY TO THE ORIGINAL PURCHASER. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 8. Governing Law

This Warranty shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, United States of America, without regard or application of choice of law rules.

## 9. Miscellaneous

Community reserves the right to change the design of any Product from time to time without notice and without obligation to make or provide for corresponding changes in Products previously sold or manufactured.

This Warranty is in effect for all Community Products sold after June 1, 2008, and supersedes all other warranty statements previously published.

## Community Professional Loudspeakers

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