

## The Rain Limited Product Warranty

Rain Computers, Inc, Rain Recording and Rain (herein referred to as Rain) branded hardware products come with the option for a 1-year or 3-year limited product warranty.

To determine which warranty you purchased or which warranty was included with your Rain product, please review your invoice or contact a Rain Sales Team member to review your account. The following sections detail the terms of the Rain Limited Product Warranty and Return Policy for the United States.

### Scope of Rain Recording Limited Product Warranty

Rain warrants to the original purchaser that any Rain branded hardware will be free of defects in workmanship and materials for the applicable limited warranty period set forth on your final invoice, which is measured from the date of shipment. This limited product warranty does not cover:

- \* Non-Rain branded hardware products and accessories such as displays, audio interfaces and most Rain Store items;
- \* Software, including the operating system and software added through Rain Ensemble™ Pro Integration Service, RainPAK™ Professional Audio Kits, as well as any third party software;
- \* Product that has been damaged by actions that are beyond Rain's control, including for example, impacts, fluids, fire, flood, wind, earthquake, lightning or similar disaster, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection or material unavailability;
- \* Product that has been damaged through misuse, abuse or mishandling, including without limitation the unauthorized modification of the system as a whole or any individual component, and/or the attachment of peripheral devices;
- \* Product for which Rain has not received payment; or
- \* Paint or finish.

During your applicable limited product warranty period, if a covered product is proven to be defective in workmanship or materials, Rain will, at its option: (1) replace or repair the defective component; or (2) replace the product with a comparable product. Replacement parts will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the longer of fourteen days or the remainder of the warranty period. Replacement products may be refurbished, and are warranted for the longer of fourteen days or the remainder of the applicable limited warranty period. Any additional purchases or upgrades will not extend this limited product warranty.

If we determine that the problem with the product is not covered by the limited product warranty, we will inform you of alternative solutions that may be available to you on a fee-for-service basis.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Rain will either 1) repair the hardware defect at no charge, using new or refurbished replacement parts, 2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent of the original product, or 3) refund the purchase price of the products. Rain may request that you replace defective parts with new or refurbished user-installable parts that Rain provides in fulfillment of its warranty obligation. A replacement product or parts including user installable parts that Rain provides in fulfillment of its warranty obligation. A replacement product or part, including user-installable part that have been installed in accordance with instructions provided by Rain, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement

item becomes your property and the replaced item becomes Rain's property. Parts provided by Rain in fulfillment of its warranty obligation must be used in products for which warranty serviced is claimed. When a refund is given, the product for which the refund is provided must be returned to Rain and becomes Rain's property.

THIS WARRANTY AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). RAIN'S RESPONSIBILITY FOR DEFECTS IN RAIN RECORDING BRANDED HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THE RAIN LIMITED PRODUCT WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ON YOUR INVOICE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. MOREOVER, RAIN'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED UNDER THE APPLICABLE LAW. NEITHER YOU NOR RAIN WILL BE LIABLE TO THE OTHER FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, "DOWN TIME", PURCHASER'S TIME, LOSS OF USE OF RELATED EQUIPMENT, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), ABSOLUTE OR STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER THE APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This Limited Warranty applies only to hardware products manufactured by or for Rain Recording that can be identified by the Rain trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Rain hardware products or any software, even if packaged or sold with Rain hardware. Manufacturers, suppliers, or publishers, other than Rain may provide their own warranties to the end user purchasers, but Rain, insofar as permitted by law, provides their products "as is". Software distributed by Rain with with or without the Rain brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

Service options, parts availability and response times may vary according to the country in which service requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the country in which service is requested. If you seek service in a country that is not the country of purchase, you will comply with all applicable export laws and regulations and be responsible for all custom duties, VAT and other associated taxes and charges. For international service, Rain may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, Rain may require that you furnish proof of purchase details and/or comply with registration requirements receiving warranty service.

Note: If your product is capable of storing software programs, data and other information, you should make periodic backup copies of the information containing on the products hard drive or other storage media to protect the contents and as a precaution against possible operational failures. Before you ship product to us or before you replace a part, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s).

Remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC Cards. We are not responsible for any of your confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.