

Native Instruments Limited Warranty

<https://www.native-instruments.com/en/company/legal-information/terms-and-conditions/terms-and-conditions-inc/>

This limited warranty applies solely to Goods and Services purchased by an End-User, and shall not apply to any secondary purchasers of the Goods or Services or any successors or assigns of an End-User, without the prior written consent of Seller. The limited warranty applies for the time period provided in documentation included or otherwise provided together with the Goods or Services. If a specific warranty period is not expressly stated with the relevant Good or Service, then Seller warrants that (a) Goods that are accessories, including, but not limited to, power supplies, AC adapters, cables, supplements, control vinyls and compact discs, shall conform to their specifications in all material respects for a period of ninety (90) days, and (b) the Goods manufactured and Services provided by Seller will conform to their specifications in all material respects for a period of twelve (12) months from the date of original purchase. For clarification only, in the case of shipments of Goods, the date of original purchase shall be the date of original shipment of such Goods.

In the event that an End-User identifies any non-conformities, such End-User will promptly notify Seller and describe the symptoms of the non-conformities with reasonable detail. For the avoidance of doubt, Seller does not warrant the quality or accuracy of advice, information, or any other support given by members of its telephone, online or web-based customer service or support teams.

Seller, at its sole discretion, will either repair or replace or credit the purchase price, and also credit any applicable shipping cost, paid by End-User or Reseller for any such Goods found by Seller to be defective, provided that End-User or Reseller returns such qualifying Goods from the original country of purchase of the relevant Goods, together with a proof of purchase unambiguously showing the date of purchase. Seller's warranty does not apply to any Goods that have been subjected to improper installation, defective hardware or software environment, improper operation, misuse, alteration, unauthorized repair, neglect, accident, inundation, fire, or the like. In case of a replacement, the return procedure referred to in Section 4 hereof shall apply.

End-User shall accept any equal or newer versions of the Good as a replacement if reasonable under the circumstances. End-User shall support the Seller in the analysis of any defect by providing all reasonably necessary information and reasonable time and opportunity to cure any defects. Seller is entitled to remedy any defects remotely and End-User shall, after reasonable notice, provide Seller with access to its computer system and networks as necessary to remedy defects to the Goods. End-User shall reimburse Seller for any costs and expenses and labor incurred if no defect covered by the warranty hereunder exists, or if End-User reported a defect incorrectly or incompletely. The burden of proof shall be on End-User.

Seller shall furnish, undertake, or provide (or cause to be furnished, undertaken or provided) any Services in a workmanlike manner and in accordance with the provisions of the Order. End-User shall notify Seller immediately if Services are non-conforming. If Seller determines, in its sole discretion, that the Services were not provided in a workmanlike manner and in accordance with

the Order, Seller shall provide additional services to rectify any non-compliance with the Order's requirements.

Seller warrants that (i) refurbished products a customer receives from Seller, (ii) defective Goods which Seller repairs, (iii) non-conforming Services for which Seller provided additional services, or (iv) any replacement products or services a customer receives from Seller, unless expressly set forth by Seller to the contrary, will conform to its specifications in all material respects for the greater of (a) a period of ninety (90) days from the date of purchase or receipt of such repaired or replacement product, or additional or replacement service, as applicable, and (b) the remainder of the original warranty period of the defective Good or Service, whichever is greater.

THESE EXPRESS WARRANTIES, INCLUDING REMEDIES, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND OF QUIET ENJOYMENT. SELLER DOES NOT WARRANT AGAINST INTERFERENCE OF BUYER'S ENJOYMENT OF THE GOODS OR SERVICES, OR THAT THE GOODS OR SERVICES WILL MEET BUYER'S REQUIREMENTS OR SPECIFICATIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, ITS AFFILIATES, OR ANY OF THEIR EMPLOYEES SHALL CREATE A WARRANTY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD CONTAINED HEREIN. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS OF THE DURATION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. THE WARRANTY CONTAINED IN THIS AGREEMENT GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. IN THE CASE OF GOODS OTHER THAN THOSE OF SELLER'S OWN MANUFACTURE, SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED. ANY LITIGATION TO ENFORCE THE WARRANTY CONTAINED OR REFERRED TO HEREIN MUST BE COMMENCED NO LATER THAN ONE (1) YEAR AFTER DISCOVERY REASONABLY SHOULD HAVE BEEN MADE OF ANY FACTS OR OTHER INFORMATION SUGGESTING THE EXISTENCE OF A NON-CONFORMANCE OF A SERVICE OR A GOOD.