

# TC Electronic Extended Warranty Policy

Revision: February 27<sup>th</sup>, 2013

## OVERVIEW

TC Electronic's standard New Product Limited Warranty covers hardware and provides Software maintenance (as described below) with the Customer's purchase of the new TC Electronic products (a "Product") listed below.

The New Product Limited Warranty shall commence on the date of purchase of the applicable Product.

At the time of purchase, the Customer will have the option to purchase an Extended Warranty as described below.

The Extended Warranty Policy applies only to the following specific professional Products: DB6 Single, DB6 Multi and Transmission 3G.

The terms "You," "Your," and "Customer" refer to the individual or entity that has ordered technical support from TC Electronic or an authorized distributor, dealer, or service center.

To receive an Extended Warranty as provided by TC Electronic, all software programs must be properly licensed and all TC Electronic software and hardware products must be unmodified.

This Policy is subject to change at TC Electronic's discretion; however, the services provided will not be materially reduced during the period in which support has been paid.

## Software Maintenance

It is currently TC Electronic's policy to offer Software Maintenance and support of the Products free of charge to all customers, whether the Product is under Warranty/Extended Warranty. Should this policy change, holders of the Extended Warranty will continue to receive such Software Maintenance and Product support free of charge during the term of the Extended Warranty.

Software Maintenance consists of software program updates, fixes, security alerts, critical patch updates, upgrade scripts, general maintenance releases, and documentation updates (collectively, "Software Updates").

Software updates are provided when and if available and TC Electronic shall have no obligation to develop any future features or functionality for the Product under the Software Maintenance Policy. Software Maintenance does not include any new software releases with additional features or options or any future software program(s) that TC Electronic sells separately.

All costs associated with any physical site visits in connection with the creation or delivery of software maintenance is not covered by this agreement. It is TC Electronic's sole discretion in determining when and what is included in any software maintenance.

2. Such Software Updates will be delivered by electronic download. The Customer shall be responsible for downloading and installing such Software Updates.

## **Extended Warranty**

The Extended Warranty program provides owners of the Product with the same benefits as TC Electronic's standard New Product Limited Warranty for the time period beyond the Initial Warranty Period included in the Product's purchase price.

The Extended Warranty includes the following:

1. The benefits listed in the Software Maintenance section above, and;
2. TC Electronic will repair or, at its option, replace hardware components which prove to be defective in materials and/or workmanship, provided the Product is returned (with shipping costs prepaid by the Customer) to TC Electronic direct or via its authorized service centers, dealers or distributors in accordance with TC Electronic's Repair and Exchange policy.

Defects in the Product caused by modifications, physical damages, misuse, accidents, improper installation, environmental operating conditions, and connectivity (audio, network, and electrical),

unauthorized Customer repairs, or any further damage caused by inadequate packaging for service return are not covered by this warranty.

No on-site labor for removal, packing, or reinstallation of the Product is included in this hardware warranty. If further assistance is required, the Customer may purchase such assistance at TC Electronic's then current rates.

NOTE: Failure to purchase or renew the Extended Warranty coverage for the Product prior to the expiration date of the applicable Initial Warranty Period or the Extended Warranty coverage period will result in the loss of the right to purchase or renew the Extended Warranty and, as a result, your benefits under the Extended Warranty will terminate at the end of such period and cannot be reinstated.

The Extended Warranty can only be purchased for up to a maximum of four (4) years from the date of the expiration of the Initial Warranty Period.

Shipping from TC to customer is paid by TC, shipping of the faulty unit from customer to TC is paid by the customer.

## **ADDITIONAL TERMS**

The Extended Warranty program is specific to each Product based on the serial number. When requested, the Customer shall provide the serial number for the Product covered to initiate claims against the services described below.

Fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant agreement with TC Electronic. Your commitment to pay is required to process Your order with TC Electronic (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of Your commitment to pay, and will be sent to a single billing address as designated by You. Failure to submit payment will result in the termination or loss of right to purchase an Extended Warranty.

## **Service Period**

Unless otherwise outlined in this Policy, all services ordered for the service period and the related fees are non-cancelable and non-refundable. TC Electronic is not obligated to provide services beyond the end of the service Period unless your subscription is renewed on or before the service expiration date.

## **Discontinued Products**

Customers with Products that are discontinued do not receive Software Updates, telephone assistance, or any other technical support/services for those Products. Software programs purchased or downloaded for trial use, used with other supported products, or purchased or downloaded as replacements may not be used to update any unsupported products or software.

## **Right to Discontinue Support**

It may become necessary as a part of TC Electronic's product lifecycle to discontinue certain products or software releases from support and, therefore, TC Electronic reserves the right to discontinue support for certain products or software releases without obligation; however, TC Electronic will use commercially reasonable efforts to give ninety (90) days' notice. TC Electronic will refund any Extended Warranty fees paid related to periods after the discontinuation of support for such products or software that are no longer supported.

During the warranty period, at TC Electronic's sole discretion, TC Electronic will repair or replace components which prove to be defective or, if TC Electronic deems that the equipment is irreparable, TC Electronic will provide a replacement Product with the same or equivalent model, provided the Product is returned, shipping prepaid by the Customer, to TC Electronic direct or via an authorized Dealer, distributor or service center. Usage of such Product must be in accordance with applicable Product documentation.

Defects caused by modifications, physical damages, misuse, accidents, improper installation, environmental operating conditions, and connectivity (audio, network, and electrical), unauthorized Customer repairs, or any further damage caused by inadequate packaging for service return are not covered by this warranty. These defects will null and void the warranty and TC Electronic reserves the right to charge the Customer to remedy such defects.

RETURNS: Products may not be returned to TC Electronic without prior authorization. The Customer must contact TC Electronic to obtain a Return Merchandise Authorization (RMA) number. Any Product returned to TC Electronic without the proper authorization will be returned to the Customer at the Customer's expense.

SERVICE WARRANTY: TC Electronic warrants that the Software Maintenance and Extended Warranty services will be provided in a professional manner consistent with industry standards. You must notify TC Electronic of any support deficiencies within ninety (90) days from performance of the defective service.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, COPYRIGHT AND PATENT RIGHTS).

FOR ANY BREACH OF THE SERVICE WARRANTY, YOUR EXCLUSIVE REMEDY, AND TC ELECTRONIC'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF TC ELECTRONIC CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO TC ELECTRONIC FOR THE DEFICIENT SERVICES.

#### LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. TC ELECTRONIC'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID TO TC ELECTRONIC RELATING TO SUCH DEFICIENT SERVICES.

## **Transferability**

Unless otherwise outlined in this Policy, the Extended Warranty program is nontransferable by the Customer and are nonrefundable. In the event that the Customer sells the Product subject to these programs, TC Electronic shall not be obligated to provide such services to the buyer. If the buyer desires such services, the buyer shall contact TC Electronic to receive additional information on any such services available.

## **CONTACT INFORMATION**

Please go to [www.tcelectronic.com](http://www.tcelectronic.com) for all contact information.