

## AMX UK LTD & AMX GMBH LIMITED WARRANTY, DISCLAIMER AND LICENSE

This Limited Warranty, Disclaimer and License (this "Agreement") extends only to products ("Products") from AMX UK Ltd & AMX GmbH ("AMX") purchased by a European Dealer, as designated by AMX, a "European Dealer".

### 1. LIMITED WARRANTY

1.1 AMX warrants the Products to be free of material defects in materials and workmanship under normal use for three (3) years from delivery to a common carrier at AMX UK Ltd, York, United Kingdom ("Shipping Date") (or such other period as may be specified below), subject to the following limitations and exceptions ("Limited Warranty"). For any Product, "Warranty Period" means the period during which the Limited Warranty is in effect, in accordance with these terms.

- (a) LCD panels are warranted for three (3) years from the Shipping Date, except for the display and touch overlay components, which are warranted for a period of one (1) year from the Shipping Date.
- (b) Disk drive mechanisms, pan/tilt heads and power supplies are warranted for a period of one (1) year from the Shipping Date.
- (c) AMX lighting Products are warranted to switch on and off any load that is properly connected to our lighting Products, as long as the AMX lighting Products are under warranty. AMX also warrants the control of dimmable loads that are properly connected to our lighting Products. The dimming performance or quality thereof is not warranted, due to the random combinations of dimmers, lamps and ballasts or transformers.
- (d) AMX software and firmware included in the Products is warranted for a period of ninety (90) days from the Shipping Date.
- (e) Batteries and incandescent lamps are not covered under the Limited Warranty.
- (f) The Warranty Period for AMX AutoPatch EPICA, Module, Modula Series 4, Modula Cat Pro Series and 8Y-3000 Product models will continue for the original installation until five (5) years after the issuance of a Product discontinuance notice ("PDN") with respect to termination of the applicable Product model. However, if the Product is moved from its original installation to a different installation, the Warranty Period will automatically become three (3) years from the Shipping Date and, if more than three (3) years have elapsed since the Shipping Date, the Warranty Period will automatically expire.

1.2. European Dealer's sole and exclusive remedy for breach of any Product warranties hereunder will be limited to (at AMX's option) either (i) return of the Products and repayment of the prices paid by European Dealer, net of shipping, insurance, taxes and other extraneous expenses ("Net Price"), or (ii) repair and replacement of defective parts of the Products. In addition, the Limited Warranty is subject to the following terms, conditions and limitations.

1.3 All Products returned to AMX require a return material authorization ("RMA") number. The RMA number should be requested from the AMX UK Ltd or AMX GmbH Technical Support department. The RMA number must be clearly marked on the outside of each box containing Product to be returned. The RMA is valid until thirty (30) days after issuance, at which time the RMA will be cancelled. Any shipments received that are not consistent with the RMA, or after the RMA has been cancelled, will be refused. **AMX is not responsible for Products returned without a valid RMA number.**

1.4. This Limited Warranty does not apply to (a) any AMX product that has been modified, altered or repaired by an unauthorized agent or improperly transported, stored, installed, used, or maintained; (b) damage caused by acts of nature, including flood, erosion, or earthquake; (c) damage caused by a sustained low or high voltage situation or by a low or high voltage disturbance, including brownouts, sags, spikes or power outages; or (d) damage caused by war, vandalism, theft, depletion, or obsolescence; [or e) any loss or damage caused by negligent use of the Product and/or any use which is not in compliance with AMX's written instructions for the Product, where applicable.

1.5. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW and subject to the provisions of conditions 1.7, 1.9 and 9 below:

- a) AMX SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOSSES, COSTS OR EXPENSES; OR FOR ANY LOST PROFITS; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OR CORRUPTION OF INFORMATION OR DATA; OR DEPLETION OF GOODWILL OR SIMILAR LOSSES; OR FOR PERSONAL INJURY OR PROPERTY DAMAGE, INCLUDING WITHOUT LIMITATION ANY AND ALL SUCH DAMAGES TO THE EXTENT CAUSED BY ANY PRODUCTS OR BY THE FAILURE OF ANY PRODUCTS TO PERFORM AS WARRANTED; and
- b) AMX'S TOTAL LIABILITY IN RESPECT OF PRODUCTS AND/OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION FOR ALL DAMAGES OF ANY KIND WITH RESPECT TO A PRODUCT, IS LIMITED TO THE PAYMENTS ACTUALLY RECEIVED BY AMX FOR THE DEFECTIVE PRODUCT; AND
- c) ANY CLAIM BY GLOBAL PARTNER HEREUNDER MUST BE ASSERTED WITHIN ONE YEAR AFTER EUROPEAN DEALER KNOWS OR SHOULD REASONABLY KNOW OF THE CLAIM. EUROPEAN DEALER HEREBY WAIVES ANY CLAIMS NOT ASSERTED WITHIN THAT PERIOD.

1.6 THE LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY WHETHER LOSSES, COSTS, EXPENSES OR DAMAGES ARE CLAIMED UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, BREACH OF STATUTORY DUTY AND STRICT PRODUCT LIABILITY), MISREPRESENTATION, BREACH OF WARRANTY OR ANY OTHER THEORY OF RECOVERY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN WILL BE EFFECTIVE EVEN IF AMX OR AN AUTHORIZED REPRESENTATIVE OF AMX HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

1.7 Some jurisdictions do not allow the limitation or exclusion of incidental or consequential damages for certain Products. In such jurisdictions, the limitations and exclusions set forth herein apply only to the extent permitted by applicable law. The Limited Warranty provided herein gives European Dealer specific legal rights. European Dealer may also have other rights in a particular jurisdiction. European Dealer is advised to consult applicable law for a full determination of rights.

1.8 OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, AMX MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. AMX RESERVES THE RIGHT TO MODIFY OR DISCONTINUE DESIGNS, SPECIFICATIONS, WARRANTIES, PRICES, AND POLICIES WITHOUT NOTICE. ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT.

1.9 Some jurisdictions, including without limitation England and Wales, do not allow the exclusion of liability for death or personal injury caused by negligence; or for fraud or fraudulent misrepresentation. In such jurisdictions only, nothing excludes AMX's liability in respect of death or personal injury caused by negligence; or for fraud or fraudulent misrepresentation.

## **2. WARRANTY REPAIR POLICY**

2.1 Subject to the terms, conditions and limitations set forth herein, AMX will, at no cost to European Dealer, repair any material Product defect due to materials or workmanship issues reported during the applicable Warranty Period.

2.2 European Dealer is responsible for in-bound freight and AMX is responsible for out-bound ground freight expenses. AMX will complete the repair and ship the Product within five (5) business days after AMX's receipt of the Product, unless AMX has provided notice within that period that the repair cannot be completed within five (5) business days.

2.3 The Warranty Period for Products repaired will be ninety (90) days from Shipping Date or the balance of the original Product's Warranty Period, whichever is greater.

2.4 Products that are returned and exhibit signs of damage or unauthorized use will be processed under the non-warranty repair policy set forth below.

2.5 AMX will continue to provide warranty repair services for the remainder of the applicable Warranty Period for Products discontinued or replaced pursuant to AMX's issuance of a PDN.

### **3. NON-WARRANTY REPAIR POLICY**

3.1 Products that do not qualify to be repaired under the preceding warranty repair policy due to expiration of the Warranty Period, misuse, unauthorized use or failure to meet any of the other conditions set forth herein may be repaired under the terms of this "Non-Warranty Repair" policy.

3.2 Non-Warranty Repair is a billable service.

3.3 Products repaired under this Non-Warranty Repair policy will carry a Limited Warranty on material and workmanship for ninety (90) days after the applicable Shipping Date.

3.4 AMX will notify European Dealer of the cost of repair, if the cost is greater than the Standard Repair Fee, within five (5) days after receipt. The "Standard Repair Fee" is the amount specified as such at AMX.com at the time the Product is received.

3.5 European Dealer must provide a Purchase Order for Products returned for Non-Warranty Repair within five (5) days after notification from AMX, or the Product will be returned to European Dealer at European Dealer's expense.

3.6 European Dealer will be responsible for in-bound and out-bound freight expenses for all Non-Warranty Repairs.

3.7 Each Non-Warranty Repair is subject to AMX's prior approval on a case-by-case basis. Products approved for Non-Warranty Repair will be repaired within ten (10) business days after European Dealer is notified of AMX's approval of the Non-Warranty Repair, unless AMX has provided notice within that period that the repair cannot be completed within ten (10) business days.

3.8 Products that are not approved for Non-Warranty Repair will be returned to European Dealer at European Dealer's expense.

### **4. ADVANCE REPLACEMENT POLICY – WITHIN 4 MONTHS**

4.1 Subject to the following terms and conditions, if a material Product defect due to materials or workmanship issues is reported during the first four (4) months of the Warranty Period, in addition to any repair services to which European Dealer may be entitled under the Warranty Repair Policy, subject to availability, European Dealer may receive a replacement for the Product ("Advance Replacement").

4.2 To help maintain European Dealer and AMX records, a purchase order for the Advance Replacement will be required from European Dealer.

4.3. The original unit needs to be quantified as faulty by a Technical Support Engineer from AMX UK Ltd or AMX GmbH before a replacement unit is dispatched. This may involve a request to carry out diagnostics or an enquiry into the diagnostics which have been carried out already. The Technical Support Engineer may need to speak directly with the party who has actually reported the product faulty in order to make this quantification.

4.4 Within one (1) business day after AMX's receipt of a purchase order for an Advance Replacement during the first four (4) months of the Warranty Period, if an Advance Replacement is available, AMX will ship the Advance Replacement by reputable priority courier service.

4.5 Subject to the terms and conditions of the above Limited Warranty and Disclaimer, AMX will issue an RMA for the defective Product.

4.6 European Dealer must return the defective Product at their expense within thirty (30) days after issuance of the RMA. If the defective Product is not returned within this time then the European Dealer will be invoiced for the cost of the Purchase Order they submitted in relation to the Advance Replacement. If the defective Product is returned within this time then the cost of the Purchase Order submitted in relation to the Advance Replacement will not be invoiced.

4.8. AMX will continue to provide Advance Replacement support, per the above-mentioned guidelines, for a Product that has been discontinued via a PDN. However, after a Product is discontinued, AMX has sole discretion as to whether the Advance Replacement provided is a replacement for the Product originally purchased or a new Product that has replaced it.

## **5. ADVANCE REPLACEMENT POLICY – MONTHS 5 TO 12**

5.1 If a Product defect due to material or workmanship issues is reported after the first four (4) months of the Warranty Period, but before the earlier of twelve (12) months after the Shipping Date or the end of the Warranty Period, subject to availability, an Advance Replacement may be provided under the same terms and conditions as set forth above; provided that European Dealer will be charged a non-refundable fee equal to twenty percent (20%) of the price of the Advance Replacement.

## **7. RETURN FOR CREDIT**

7.1 European Dealer may, during the first six (6) months of the applicable Warranty Period, return any Product purchased hereunder and receive a credit under the following terms and conditions.

7.2 The credit will initially be determined as set forth below, but will be reduced based on the physical condition and completeness of the returned components by such amount as determined by AMX in its sole discretion. The credit will be applied to European Dealer account within fifteen (15) business days after receipt and verification of the returned Product.

7.3 The maximum credit for a Product returned within the three (3) month period beginning on the Shipping Date will be one hundred percent (100%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be eighty-five percent (85%) of the original Net Price.

7.4 The maximum credit for a Product returned after the above three (3) month period but within six (6) months after the Shipping Date will be eighty-five percent (85%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be seventy-five percent (75%) of the original Net Price.

7.5 AMX reserves the right to disallow any returns of Product for credit after the issuance of a PDN by AMX for such Product. A PDN will be effective upon publication, including by posting of the PDN at AMX.COM.

## **9. AMX EUROPEAN DEALER SOFTWARE LICENSE**

9.1 Subject to the terms of this AMX European Dealer Software License ("License"), AMX hereby grants to European Dealer for the duration of the License (subject to earlier termination) a non-exclusive, non-transferable, revocable license, within such territory as may be specified by AMX, to use the AMX Software, in object code form only, solely for purposes of (i) demonstrating and marketing Products to potential purchasers of the Products for end use ("End Users"), (ii) granting sublicenses to End Users to use the AMX Software solely in conjunction with the applicable Product with which the AMX Software is provided ("End User Licenses"), and (iii) providing Product support to End Users in respect of the Products. The AMX Software is licensed, not sold. This license does not grant European Dealer the right to create derivative works of the AMX Software.

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