



AMX LIMITED WARRANTY AUSTRALIA & NEW ZEALAND

This Limited Warranty, Disclaimer and License extends to products ("Products") from AMX, LLC ("AMX") purchased in Australia from AV Technology Pty Ltd t/a AMX Australia A.B.N. 73 006 847 007 and in New Zealand from AV Technology Pty Ltd t/a AMX New Zealand Company No 701312 ("AMX Australia")

1. LIMITED WARRANTY

- 1.1. AMX Australia warrants the Products to be free of material defects in materials and workmanship under normal use for three (3) years (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 and LED 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 external power supplies are warranted for a period of one (1) year from the Shipping Date.
 - c. AMX software and firmware included in the Products is warranted for a period of ninety (90) days from the Shipping Date.
 - d. Batteries and incandescent lamps are not covered under the Limited Warranty.
 - e. The Warranty Period for AMX AutoPatch EPICA, Enova DGX, Modula, 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 and, if more than three (3) years have elapsed since the Shipping Date, the Warranty Period will automatically expire.
- 1.2. The sole and exclusive remedy for breach of any Product warranties hereunder will be limited to (at AMX Australia's option) either (i) return of the Products and repayment of the prices paid by the entity who purchased the Product from AMX Australia, 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 Australia require a return material authorization ("RMA") number. The RMA number should be requested from AMX Australia via phone or e-mail to rma@amxaustralia.com.au. 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 Australia 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.



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- 1.5. TO THE MAXIMUM EXTENT ALLOWED BY AUSTRALIA & NEW ZEALAND LAW, THE LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY WHETHER DAMAGES ARE CLAIMED UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), BREACH OF WARRANTY OR ANY OTHER THEORY OF RECOVERY. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN WILL BE EFFECTIVE EVEN IF AMX AUSTRALIA OR AN AUTHORIZED REPRESENTATIVE OF AMX AUSTRALIA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.
- 1.6. OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT ALLOWED BY AUSTRALIA & NEW ZEALAND LAW, AMX AUSTRALIA 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 AUSTRALIA RESERVES THE RIGHT TO MODIFY OR DISCONTINUE DESIGNS, SPECIFICATIONS, WARRANTIES, PRICES, AND POLICIES WITHOUT NOTICE.

2. WARRANTY REPAIR POLICY

- 2.1. Subject to the terms, conditions and limitations set forth herein, AMX Australia will, at no cost, repair any material Product defect due to materials or workmanship issues reported during the applicable Warranty Period.
- 2.2. Claimant is responsible for in-bound freight and AMX Australia is responsible for out-bound ground freight expenses.
- 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 chargeable 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 Australia will advise the individual or entity supplying the unit for repair ("Customer") 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 www.amxaustralia.com.au at the time the Product is received or as advised by AMX Australia. All Non-Warranty Repairs are subject to an evaluation fee, also specified at AMX.com, which will be payable if the Customer chooses not to proceed with the repair.



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- 3.5. If the Customer has a current trading account with AMX Australia a Purchase Order must be provided for Products returned for Non-Warranty Repair, or credit card number, within five (5) days after notification from AMX Australia, or the Product will be returned to the Customer at the Customer's expense.
- 3.6. Customer 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.
- 3.8. Products that are not approved for Non-Warranty Repair will be returned to the Customer at the Customer's expense.