

Nice Audio/Power Limited Warranty

Nice North America LLC, and its family of brands, 2GIG, GoControl, HySecurity, Linear, ELAN, Gefen, Mighty Mule, Linear Pro Access, Panamax, Xantech, Proficient, SpeakerCraft, Niles, Furman, and Sunfire (collectively referred to as "NICE") warrant their products to be free from defects in material and workmanship subject to the terms set forth herein ("Warranty"). The length of this Warranty is based on the particular product or product family listed below. This Warranty only extends to those customers who buy direct from NICE or through NICE's authorized distribution channels. Nice does not warrant some products to consumers. Consumers should inquire from their selling dealer as to the nature of the dealer's warranty, if any. Warranty is determined by product date code or, if product is serialized, by the date the product is shipped to the customer from our distribution center. Reference our consumer retail warranty at https://na.niceforyou.com/support/warranty-and-returns/

NOTE THAT ALL NICE PRODUCTS ARE DESIGNED TO BE INSTALLED AND SERVICED BY TRAINED PROFESSIONALS. The user is responsible for all labor costs associated with removing, reinstalling and returning the product to NICE. NICE, at its option, will repair or replace the defective product. If a failure occurs during the warranty period, Nice North America will repair or replace the defective unit or component affected. Entire units shall not be returned without prior approval from Nice North America, as only the defective component approved on the tech ticket will be repaired or replaced. Proof of purchase (copy of original sales receipt) is required to process warranty claims.

Replacements may be made from b-stock products. If an exact replacement is not available, NICE, at its option, will select the nearest equivalent product. Nice will not reimburse customers for outside repairs done by a 3rd party. NICE will return warranted replacements by UPS Ground or an equivalent service. A customer may pay the additional costs for 2nd day or next-day service. All products returned for warranty service first require a Return Material Authorization Number ("RMA#") or if purchased from an Authorized Distributor a Tech Ticket #. Nice will replace products under warranty if located outside the continental United Sates but all shipping and customs fees are the responsibility of the customer.

EXCEPT FOR THE EXPRESS WARRANTIES EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, NICE MAKES NO OTHER PRODUCT REPRESENTATIONS OR WARRANTIES OF ANY KIND. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply. The Nice Warranty gives specific legal rights in addition to other rights, which may exist and vary from state to state and country to country.

Warranty Durations

The duration of Nice's Warranty is set forth below with respect to each applicable product category:

- 1. SpeakerCraft Products
 - 1.All Active products Products which require batteries or connection to AC Power Two (2) years
 - (a) SC-HRSIW8-CAB one (1) year
 - (b) Amplifiers, powered subwoofers processors, keypads, IR products, power supply Two (2) years
 - (c) Boom Tomb outdoor burial subwoofers, Terrazza line speaker and sub sets, RS line rock speakers and PS line planter series speaker, SB soundbar and the DX line of passive in wall & in ceiling speakers- Five (5) years
 - (d) OE line outdoor cabinets, OG line outdoor satellites, AIM and CRS line inwall and in ceiling speakers Limited Lifetime as described in respective product manuals.
 - 2. <u>Proficient Products</u>
 - 1. All Active products Products which require batteries or connection to AC Power Two (2) years
 - (a) PAS-HRSIW8-CAB one (1) year
 - (b) Powered Subwoofers, power supply.- Two (2) years
 - (c) Landscape All Weather series burial subwoofers, RS line rock speakers & PS line planter series speaker, Protege 4.1 burial & hardscape landscape speaker kits- Five (5) years
 - (d) All weather Outdoor cabinets, IWS105 in wall subwoofer & Protege soundbar– Ten (10) years
 - 3. Xantech Products
 - (a) SLLC1, CB18, Source components One (1) Year
 - (b) Commercial Products, XT line HDMI products, HDMI amplifiers, HDMI extenders and baluns Two (2) years
 - (c) IR Receivers, remote control switchers, modules & connecting blocks Limited Lifetime
 - Niles Products
 - 1. All Active products Products which require batteries or connection to AC Power Two (2) years
 - (a) Amplifiers, processors, keypads, accessories, IR products, power supply.- Two (2) years
 - (b) Garden series GSB line burial subwoofers Five (5) years
 - (c) Selectors, Volume Controls Ten (10) years
 - 5. <u>Sunfire Products</u>
 - (a) Sunfire HRSIW8AMP One (1) year
 - 6. Nice Branded Products
 - (a) DC12-IP three (3) year
- 7. Panamax Products
 - (a) Batteries within our UPS units have a 2-year warranty

- (b) D10-PFP, VT-EXT, VT-EXT12 & VT-EXT16, 15-EXT1, 15-IEC1, 15-IEC3, 15-IEC6, 15-IEC10 & GEC1410- one (1) year
- (c) BR-MB850, BC-MX5102, BC-1000 & BC-1500 batteries two (2) year
- (d) C3-IP, VT1512-IP, M4000-PRO, M4315-PRO, M4320-PRO, BlueBolt CV-2/CV-3 card, MR4000, MR4300, MR5100, M5300-PM, M5400-PM, MB850 (excludes included battery), MB1500 (excludes included battery), BATT1500-EXT (excludes included battery), MIP-15LT, MIP-20LT, MIW-XT, MIW-SURGE-1G & MIW-POWER-PRO-PFP three (3) year
- (e) SEP-200 five (5) year
- (f) P360-DOCK, P360-8, MFP300, MD2, MD2-DF, MD-AV, MD2-C, MD2-TL, M2A20, M4-EX, M4LT-EX, M8-EX, SP8-AV, PM8-EX, PM8-AV, M8-AV, M8-AV-PRO, MOD-AT2, MOD-AT4, MOD-AT8110, MOD-CAT5, MOD-DBSTV, MOD-DT4, MOD-UTP5E & MOD-SPKP limited lifetime

8. Furman Products

- 1. Batteries within our UPS units have a 2-year warranty
 - (a) SS-6, SS-6B, SS-6B-PRO, PST-6+2 & PST-6, ADP-1520B, PLUGLOCK, RL-LED, GN-I, GN-LED, SCHUKO-10 one (1) year
 - (b) BC-1000 & BC-1500 batteries two (2) year
 - (c) ASD-210 2.0, AC-215A, AC-210A E, RS-1, RS-2, PS-REL, PS-8RE III, M-8s, M-8X2, M-8LX, M-8DX, M-8X AR, M-10X E, M-10LX E, F-1500-UPS (excludes included battery), F-1500-UPS E (excludes included battery), Elite-15 I, Elite-15 DM I, Elite -15 PF I, Elite-20 PF I, Elite-10 E I & Elite-16 PF E I three (3) years
 - (d) PL-8C, PL-PLUSC, PL-PLUS DMC, P-8 PRO C, PL-PRO DMC, PL-PRO DMC, PL-8C E, PL-PLUSC E, PL-PRO DMC E, IT-REF 15i, IT-REF 20i, SPR-16 E I, P-1800 PFR, P-1800 AR, P-2400 IT, P-2400 AR, P-3600 AR G, P-1400 AR E & P-6900 AR E five (5) years
 - (e) CN-15MP, CN-20MP, CN-1800S, CN-2400S & CN-3600S E fifteen (15) years

The warranties set forth herein are solely limited to repair or replacement (at NICE's discretion) of products returned, freight prepaid, to NICE. There is NO PROVISION FOR LABOR COST OR OTHER REIMBURSEMENTS OF ANY KIND. NICE DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF PROPERTY, OR COST OF REMOVAL, REPAIR OR REINSTALLATION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF EACH APPLICABLE PRODUCT. Warranty replacement products have a warranty of 90 days.

EXCEPTIONS

The Warranty is subject to the following exceptions:

- 1. The Warranty does not apply to: (i) damage incurred from shipping or handling; (ii) damage caused by disaster such as fire, flood, wind, earthquake or lightning; (iii) damage due to causes beyond the control of NICE such as excessive voltage, mechanical shock or water damage; (iv) damage caused by unauthorized attachment, alterations, modifications or foreign objects being used with or in conjunction with the product; (v) damage caused by peripherals, sensors or other products used in connection with the products (except for products supplied by NICE for the purpose of such connections); (vi) defects caused by failure to provide a suitable installation environment for the products; (vii) damage caused by use of the products for purposes other than those for which they were designed; (viii) damage from improper maintenance or installation; (ix) damage arising out of any other abuse, mishandling or improper application of the products; (x) damage resulting from disassembly or repair in such a manner as to adversely affect performance or prevent adequate inspection or testing to verify any warranty claim; (xi) products that are not identified with NICE, (Nortek, 2GIG, Linear or other brands) and lot numbers or serial numbers; or (xii) returns based on product revision level or software version.
- Product warranties set forth herein are void if the product has been tampered with, including but not limited to the date code, labels or other markings on the product.
- 3. Products that are damaged in transit to NICE will not be covered under these warranties. If products are damaged or lost by the carrier, it is the customer's risk and responsibility to create a claim against the carrier should customer choses to do so.
- 4. In addition, with respect to all NICE radio control products (i.e., those products that contain a radio frequency (RF) receiver or transmitter):
 - The radios are required to comply with FCC Rules and Regulations as Part 15 devices. As such, they have limited transmitter power and therefore limited range;
 - A receiver cannot respond to more than one transmitted signal at a time and may be blocked by radio signals that occur on or near their operating frequencies, regardless of code settings;
 - Changes or modifications to the device may void FCC compliance;
 - · Infrequently used radio links should be tested regularly to protect against undetected interference or fault.
 - A general knowledge of radio and its vagaries should be gained prior to acting as a wholesale distributor or dealer, and these facts should be communicated to the ultimate users.

RETURN PRODUCT AUTHORIZATION (DEFECTIVE PRODUCT ONLY)

To initiate a return, dealers and distributors are required to call NICE, to speak with an Application Engineer to troubleshoot the problem or issue before an RMA or Tech Ticket # will be issued. Once an RMA or Tech Ticket # is obtained all inquiries should be forwarded to NICE returns to process the RMA# thru NICE Returns at 855-546-3351 or send an e-mail to returns.na@niceforyou.com

Please note NICE requires the following information to provide you an RMA:

- 1. Customer's Name
- 2. Customer's Shipping Address. (PO Boxes cannot be used)
- 3. Customer's Telephone Number and email address
- 4. Customer's Contact Name
- 5. The Part Number(s) being returned
- 6. The Quantity of each item being returned
- 7. Proof of Purchase or formal bill of sale or Tech Ticket # if applicable
- 8. What is the specific defect reason code? "Defective" is not an approved reason code.

The Product's Date Code & Serial # (There is a label on all NICE products that indicates the date of manufacture of the product. This number displays the month and year that the product was manufactured. For example, the number 1432 indicates a manufacturing date of 2014, 32nd week. Products will be treated as out of warranty if this number has been removed or altered.)

TERMS OF CONDITIONS FOR ALL RMA RETURNS

The following terms apply to both in-warranty and out-of- warranty product returns:

Product being returned out of warranty, such as due to expired warranty or altered labels, must be assigned a purchase order number ("PO#") in order to process the charged repair or replacement. Charges will be provided at the time the PO# is issued for the return. If the product reflects an expired warranty date code and was purchased within the defined warranty period, NICE will accept a copy of the formal bill of sale (invoice) that indicates the actual purchase date in lieu of the warranty date code.

- Product that is out of warranty (except as noted below) will not be accepted and will be returned at the customer's expense or destroyed at our warehouse.
- 2. Product that has been used or damaged by the customer cannot be returned for credit. All used products will be destroyed and removed from the RMA.
- 3. Defective products that are part of a system kit will not be accepted for repairs as a kit. Individual kit components should be returned for repair using the product's actual part number.
- 4. Products must be returned to NICE intact. Sub-assemblies will not be accepted and will be returned at the customer's expense. The product must be packaged such that it will not be damaged as a result of shipping and handling. Products that are damaged in transit to NICE due to improper packaging or by the carrier (shipping company) will not be covered under the warranty. If the product was damaged or lost by the carrier, it is the customer's responsibility to create a claim against the carrier.
- 5. NICE reserves the right to replace products received for repair with a replacement (new or reconditioned) product instead, in NICE's sole discretion. NICE shall make such determination once the product has been received and reviewed. If an exact replacement is not available, NICE reserves the right to choose the nearest equivalent product.
- The RMA# must be clearly indicated on the outside of the shipping carton. Product that is returned without the proper labeling will be returned at the customer's expense or destroyed.
- The return shipping address will be assigned at the time the RMA# is assigned. This address may vary depending on the repair facility or location of origin.
- Shipping charges to NICE are the responsibility of the customer. NICE will return replaced "in warranty" product at NICE expense. Out of warranty repairs will be shipped at the customer's expense.
- 9. Quantities, part numbers, and date codes will be verified upon receipt. NICE determination of these attributes will be considered final.
- 10. Support. During the term of this Agreement, NICE shall provide technical support at no additional cost to the applicable Dealer. NICE shall have no obligation to provide support to Dealer's customers.
- 11. Shipping Instructions.
 - (a) Products must be shipped pre-paid to NICE to the address provided on the RMA Form.
 - (b) Remove or disconnect the batteries from all Products. Note: The Federal Aviation Administration and Department of Transportation prohibit the shipment of "Live" equipment by air. This includes products that are battery powered and could possibly receive or transmit RF signals during transport.

- (c) Pack and seal boxes with proper packing tape.
- (d) Ensure that all Products are protected from shipping damage and electronic static discharge.
- (e) Write the RMA# on the top and sides of each box shipped.
- (f) Each box must weigh less than 50 lbs.
- (g) Returned Products must be complete, not disassembled or partial.
- (h) All returned items must be sent via traceable means. Examples would be UPS, FedEx, DHL, or US Postal Service Priority Mail.
- (i) Retain the tracking information for your records. Dealer is responsible for returned Products until received by NICE.

Delivery Information. Replaced products returned within the applicable warranty period will be returned to Dealer, pre-paid by NICE, and will be shipped via ground transportation. If an email address was provided at the time the RA was requested a tracking number will be emailed to that address. All such shipments will be FOB shipping point, and title and risk of loss will pass to Dealer when accepted for shipment by the freight company. NICE will ship via its preferred carrier. NICE reserves the right to make partial shipments. NICE will determine the point of shipment. Products may ship from multiple locations. NICE reserves the right to refuse any returned product if any of the above criteria are not met regardless of any prior arrangements. Product that is refused will be returned at the customer's expense. All RA's will be processed within 90 days of receipt.

Return Product Authorization Overstock Product Only - see Overstock Product Document on website