

DEITY Microphones CINEMA SERIES EQUIPMENT WARRANTY

DEITY Microphones ("DEITY") warrants that all DEITY Microphones manufactured equipment will be free of any defect in materials or workmanship for the period of (4) years with an additional 5th year added if the equipment's serial has been registered with DEITY. Warranty begins from the date of shipment from a DEITY facility. The warranty is extended to customers and applies to the S-Mic 2 DEITY manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed. The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with phantom power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than DEITY or a DEITY authorized third-party service provider. DEITY reserves the right to substitute functionally equivalent new or serviceable used parts or equivalent new product, at DEITY's sole discretion.

WARRANTY CLAIMS AND PROCEDURES

1. During the applicable 5 year Warranty Period outlined above, customer's sole and exclusive remedy for any breach of the CINEMA SERIES Warranty will be, at DEITY's sole discretion and option, the repair or replacement of the defective product. Components that customer claims to be defective must be available to DEITY for inspection and evaluation. To be entitled to rights under the CINEMA SERIES Warranty, the customer must notify DEITY in writing within thirty (30) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable CINEMA SERIES Warranty Period. Notice to a DEITY dealer, systems integrator, sales representative or other third party is not notice to DEITY. Following its receipt of any such customer notice, DEITY will determine whether the reported problem is covered by this CINEMA SERIES Warranty. If DEITY determines that the problem is covered, DEITY will authorize repair or replacement of the defective product, as deemed appropriate by DEITY in its sole discretion.
2. Before shipping any product to DEITY, the customer must obtain a written return authorization from DEITY, and provide any proof of warranty eligibility requested by DEITY. Any product received by DEITY without a return authorization may, at DEITY's option, be returned to the customer collect. If a warranty replacement part is required, customer shall provide Purchase Order to DEITY prior to shipment of the replacement, to guarantee the return of the rejected unit. Purchase Order is valid until suspected part is received and warranty is confirmed by assessment. Once a return authorization is obtained, the customer is responsible for packing and shipping the product/component to which its warranty claim relates to a service facility designated by DEITY, within thirty (30) days after receipt of the return authorization. Upon receipt of replacement equipment (or part thereof), customer has thirty (30) days to tender the defective equipment (or part thereof) to the return carrier for shipment to the service center designated by DEITY. Such failure to return the equipment (or part thereof) may, in DEITY's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment has been returned.
3. DEITY will provide customer with new, rebuilt, refurbished or alternate equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by DEITY in writing, repaired or replaced equipment (or parts thereof) are covered only for the remainder of the term of the applicable CINEMA SERIES Warranty. All defective equipment (or parts thereof) replaced by DEITY become the property of DEITY. DEITY has no obligation to (i) service, exchange or otherwise replace any equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined by DEITY or has been used with non-DEITY supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment (or part thereof) with cosmetic blemishes; (iii)

service, exchange or otherwise replace any equipment (or part thereof) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment (or part thereof); (iv) service, exchange or otherwise replace any equipment (or part thereof) that is within sixty (60) days of the end of its production life. If DEITY elects to perform any such services at customer's request, then such services will be deemed a service call and all labor, parts and materials used for the service call will be charged at DEITY's then - prevailing rates.

EQUIPMENT WARRANTY EXCLUSIONS

DEITY does not warrant or guarantee, and is not responsible for:

1. Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of DEITYs' control, or (B) customer's abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way.
2. Alterations and/or Modifications to any part of DEITY's product, without DEITY's written authorization unconditionally VOIDS the DEITY CINEMA SERIES Warranty.
3. The performance of the equipment when used in combination with equipment not purchased, specified, or approved by DEITY.
4. Wearable items, such as tooling, cables, part harnesses, contacts etc.

ADDITIONAL WARRANTY NOTES

1. OEM or third-party equipment that is incorporated into DEITY equipment is not covered under the applicable DEITY CINEMA SERIES Warranty unless the OEM or Third-Party equipment carries its own limited warranty, in which event the OEM or third-party warranty will apply to such equipment incorporated into DEITY equipment.
2. The DEITY Warranty applies to the original purchaser, and is not transferrable. Used Equipment. IF THE EQUIPMENT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES, IT IS SOLD "AS IS" AND WITH NO WARRANTY.

SERVICES WARRANTY

DEITY warrants that the services will be performed in a professional manner (the "Services Warranty"). Notice of a breach of the Services Warranty must (i) specify in reasonable detail, the nature of the claim, and (ii) be received within ninety (90) days from the last day of performance of the services. Upon notice of a breach of the services warranty and DEITY' determination of the validity of such breach of the Services Warranty, DEITY will re-perform the applicable services at DEITY' expense. If after reasonable opportunity DEITY is unable to re-perform such services to the reasonable satisfaction of customer, customer may, as its exclusive remedy, obtain a refund of the fees paid to DEITY under the applicable order for such services.

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD WARRANTY POLICY STATEMENT, DEITY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION ON LIABILITY NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL DEITY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN

IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, REPERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF DEITY' LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE DEITY EQUIPMENT SOLD TO CUSTOMER AND WARRANTED HEREUNDER, DEITY' PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS STANDARD WARRANTY POLICY STATEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY DEITY FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. GOVERNING LAW AND JURISDICTION