

# Emotion Pty Ltd Manufacturer's Warranty Effective January 2011

Emotion Pty Ltd (EMO) warrants their products against defects in materials and workmanship under normal use for the period of ONE (1) YEAR, from the date of retail purchase by the original end user purchaser (Warranty Period). If the product has been installed by EMO, the date of warranty extends from the date of installation.

For a warranty claim to be valid, EMO must, within thirty (30) days of purchase, receive the warranty registration either by online through [www.phantompower.com.au](http://www.phantompower.com.au), or by filling in and returning the warranty registration form included with the unit at purchase to the address listed on the form.

If a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, EMO will provide exchange replacement parts during the Warranty Period, subject to the following conditions:

- This warranty excludes malfunction caused by normal wear and tear, improper installation, misuse, abuse, negligence, accident or alteration by any person.
- The replaced part or product must be returned to the manufacturer within thirty (30) days or said parts will be charged at retail cost.
- Transport costs associated with the repair or replacement of any parts shall be borne by the claimant
- Any repair work is to be carried out by EMO

When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes EMO property. Parts provided by EMO in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

## EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to system products manufactured by or for EMO that can be identified by the "EMO" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-EMO system products.

EMO does not warrant that the operation of the product will be uninterrupted or error-free.

This warranty does not apply to:

- damage arising from failure to follow instructions relating to the product's use,
- damage caused by use with non-EMO parts and products,
- damage caused by lack of scheduled maintenance,
- damage caused by accident, abuse, misuse, flood, fire, force majeure, earthquake or other external causes,
- damage caused by operating the product outside the permitted or intended uses described by EMO and within the included operation manual,
- damage caused by service (including upgrades) performed by anyone who is not a representative of EMO
- a product or part that has been modified to alter functionality or capability without the written permission of EMO,
- consumable parts, such as batteries and fuses unless damage has occurred due to a defect in materials or workmanship,
- any product that has had a EMO serial number removed or defaced.

EMO RESPONSIBILITY FOR PRODUCT DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY EMO IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

No EMO reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, EMO IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT

NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION;

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

your local representative

manufactured by:

