

d&b CPO Product Warranty.

November 2021



d&b audiotechnik products are designed to deliver years of superb performance in demanding applications. d&b offers customers the possibility to purchase so-called Certified Pre-Owned ("CPO") systems. The CPO systems consist of previously used components that have now been refurbished, as well as of new components. The warranty details for our Certified Pre-Owned ("CPO") systems are described below.

I. What our warranty covers

d&b audiotechnik GmbH & Co.KG (the "Warrantor") warrants for d&b CPO systems (manufactured by "d&b audiotechnik GmbH & Co.KG, Eugen-Adolff-Str. 134, D-71522 Backnang, Germany, www.dbaudio.com) a warranty on goods covering defects in material or workmanship. This warranty shall only apply to CPO systems that are purchased directly from d&b or an official and authenticated d&b distributor or d&b sales partner.

The warranty covers the remedy of defects found in material or workmanship at no charge within the warranty term. The CPO warranty term is two (2) years for all d&b CPO loudspeakers. d&b CPO amplifiers and d&b CPO audio signal processors are new products with a warranty term of five (5) years. CPO accessories and spare parts have a warranty term of two (2) years.

The warranty term starts on the day the product is delivered to the purchaser or a designated recipient.

This warranty does not replace the statutory warranty claims of the customer or other applicable mandatory rights under German law, which shall remain unaffected. This warranty does also not alter any agreements the customer may have with his direct seller.

The Warrantor reserves the right at his option to repair or replace parts of the product or replace the product in its entirety. The repaired product or replacement product is warranted for a period equal to the remaining warranty term of the original product. Replacement products may be new or refurbished. Further rights (based on this product warranty) will not be granted. In particular, under this warranty, the Warrantor shall not be responsible for loss of revenue or profits resulting from the use or the malfunction of the product. For all electronics, the loss of data and setup information is not part of the warranty. The Warrantor is also not liable for any loss of data or setting information that may occur during the repair or replacement process.

Replaced parts shall without exception become the property of the Warrantor. The customer warrants that no rights of third parties are infringed by such transfer of property.

To exercise the rights under this warranty, the customer needs to contact an official d&b service partner or d&b service hub. A list of all service partners and service hubs can be found on www.dbaudio.com. If it is not possible to identify a service partner or service hub, please contact the Warrantor.

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Warranty claims shall be without exception asserted only, within the warranty term, by presenting the original purchase receipt or delivery note and the serial number of the product. Submit product for repair, with proof of purchase or delivery, using the following procedure:

1. Contact an official d&b service partner or d&b service hub for specific return and shipping instructions.
2. Label and ship the product as instructed to the address provided by the official d&b service partner or d&b service hub.
3. Place any necessary return authorization number prominently on the outside.

If during an inspection of the product the official d&b service partner, d&b service hub or Warrantor finds that the defect is not covered by the warranty or that the term of the warranty has expired, the customer is liable for the costs of inspection and return delivery. This shall not apply, if the customer is able to prove that he could not know with the care to be expected in the circumstances that the warranty was not applicable. In the event that the warranty is not applicable pursuant to foregoing sentence 1 of this clause, the official d&b service partner, d&b service hub or Warrantor will inform the customer and offer a fee-based repair.

Warranty is only transferable with the original proof of purchase or delivery note from the Warrantor, an authenticated d&b distributor or authenticated d&b sales partner.

Warrantor pays all labor and material expenses for all repairs covered by this warranty. Shipping costs from the customer to the official d&b service partner, d&b service hub or Warrantor will not be covered.

II. What voids the warranty

The warranty is void if

- The official d&b service partner, d&b service hub or Warrantor determines that the CPO product has been damaged after refurbishment due to improper or faulty handling, installation, transport, or service, failure to comply with the operating manual instructions, application errors, misuse, extraneous cause, or as the result of a repair or modification not carried out by an official d&b service partner, d&b service hub or the Warrantor, or natural wear and tear.
- The serial number of the device has been removed, defaced, or in any other way rendered illegible.
- Non-original parts have been installed in the device.
- If the product was not purchased as an official CPO product from d&b, an authorized d&b distributor or d&b sales partner.

III. Spare part service

The Warrantor reserves the right to replace a part or product with part or product types of equal or better quality, if the original spare part or product is no longer available. Every spare part has a self-contained warranty term of 2 years.

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IV. Final provisions

This warranty is subject to the laws of the Federal Republic of Germany, with the exclusion of the UN Convention on the International Sale of Goods (CISG). To the extent permitted by law, it is deemed agreed that the courts of Stuttgart, Germany, shall have jurisdiction over all disputes arising out of and in connection with this warranty.