



## WARRANTY

LRAD® warranty obligations are limited to the terms set forth below:

LRAD® warrants this hardware product against defects in materials and workmanship for a period of ONE (1) YEAR from the date of the original purchase from either LRAD® or LRAD™ licensee, dealer, distributor, or installer. If a defect exists, at its option, LRAD® will (1) repair the product at no charge, using new or refurbished replacement parts or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement or repaired product shall be warranted for the remainder of the warranty period or 90 days from the date the replacement or repaired product is shipped from LRAD® to the customer, whichever provides longer coverage. When a product or part is exchanged, any replacement item becomes customer's property and the replaced item becomes LRAD®'s property.

Note: Warranties stated in certain contracts with government agencies or their contractors may supercede this document.

### OBTAINING WARRANTY SERVICE

For U.S. customers, deliver the product, at your expense to LRAD® Corporation in San Diego, CA. If you have purchased your unit outside of the U.S., deliver the product, at your expense, to the LRAD™ licensee, dealer, distributor, or installer where you purchased the unit. Customer shall be responsible for all loss or damage during shipment of the product for warranty service and damage claims should be filed with the carrier.

Repaired units in the U.S. will be returned to you via the same shipping method as they were received at LRAD®. Return shipping will be paid by LRAD®. For customers outside the U.S., check with the LRAD™ licensee, dealer, distributor, or installer where you purchased the unit with regards to their particular policies for shipping and service.

• You should include the following information with your unit: Name, Company Name, Address, Daytime Telephone Number, Model & Serial Number, E-mail Address, Purchase Date, and a detailed description of the problem.

### EXCLUSIONS AND LIMITATIONS

The LRAD® Limited Hardware Warranty applies only to hardware products manufactured by or for LRAD® that can be identified by the LRAD® Corporation trademark, trade name, or logo affixed to them.

THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. LRAD® SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF LRAD® CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. NO LRAD® LICENSEE, DISTRIBUTOR, RETAILER, INSTALLER, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

LRAD® IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF IMPLIED WARRANTIES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### EXCLUSIONS FROM WARRANTY

LRAD® SHALL NOT BE LIABLE FOR NOR SHALL THIS WARRANTY INCLUDE OR APPLY TO LOSS OR DAMAGE CAUSED BY OR RESULTING FROM THE FOLLOWING:

- (1) Improper installation of the product or the failure to install the product in strict compliance with specifications provided to buyer by LRAD®;
- (2) Operation of the product in a manner other than as specified in the operations and maintenance manuals of LRAD®;
- (3) Use of the product beyond its rated capacity or specifications;
- (4) Modification, alteration or repair not performed by LRAD® or its authorized subcontractors or third parties approved by LRAD®;
- (5) A force majeure condition or event, including but not limited to riots, wars, acts of enemies or terrorists, floods, fires, earthquakes, vandalism or other acts of God;
- (6) The enforcement of any law or ordinance regulating use of the product, except for any law or ordinance in effect as of the date of delivery;
- (7) Abuse, misuse, negligent handling, improper or inadequate maintenance, tampering, or accident;
- (8) Operation with improper voltages;
- (9) Accessories, alterations, attachments or other devices not furnished and installed by LRAD® or its authorized agents, employees or subcontractors;
- (10) Any LRAD™ product, which was not purchased directly from LRAD® or an authorized LRAD® licensee, distributor, or installer;
- (11) If the LRAD® serial number has been removed or defaced; or
- (12) Failure of customer to follow operating procedures or the instructions of LRAD®, or to provide a suitable operating environment.