

CHAMSYS LTD LIMITED WARRANTY

ChamSys Ltd (“ChamSys”), warrants your ChamSys product for the applicable period set forth below from the date of purchase to be free from defects in material and workmanship.

MagicQ Consoles, Wings & Interfaces: 2-years
QuickQ Consoles and Racks (including external power supplies): 2-years
MagicQ Console Upgrades: 2 years (upgrade kit warranty covers upgrade kit components only and commences on upgrade kit purchase date; warranty period for remainder of console is based on console purchase date)
SnakeSys Networking Products: 2-years
MagicDMX Interfaces: 1-year
Bags, Cases, Cables & Accessories: 1-year
Batteries: 6-months

This limited warranty is valid only for the original purchaser, is not transferable and is only applicable to products sold within the United Kingdom, Ireland, United States and Germany. For products purchased outside the United Kingdom, Ireland, United States and Germany, consult the local authorised ChamSys distributor as warranty policies vary from country to country. This warranty does not confer any rights other than those expressly set out in this warranty. This limited warranty shall be null and void if the original identification information on the product is missing or has been altered in any manner.

This limited warranty is limited solely to the products listed above, applies only for the period set forth above and is contingent upon ChamSys receiving the defective product no later than the expiration of the applicable warranty period, along with a description of the defect. Warranty claims will not be considered for products received after the expiration of the applicable warranty period. A dated proof of purchase must accompany the returned product. Warranty claims will not be considered without a dated proof of purchase. Where maintenance guidelines are specified by ChamSys for products covered under this warranty, maintenance records must be maintained and supplied to ChamSys upon request (refer to product technical documentation on the ChamSys website for maintenance guidelines).

No agent, employee or representative of ChamSys may bind ChamSys to any terms or conditions beyond the scope of this limited warranty. Any provisions contained in the purchaser’s purchase order or any other purchaser document which conflict with the terms and conditions of this limited warranty or which are not expressly set forth in this limited warranty shall be of no force or effect. Except as otherwise set forth in this limited warranty, no credit or reimbursement will be issued.

The purchase of this ChamSys product constitutes the purchaser’s acceptance of the terms set forth in this limited warranty. This warranty gives the purchaser specific legal rights. The purchaser may also have other rights which vary from region to region.

This limited warranty excludes any defects caused by, resulting from or relating to the following:

- i. normal wear and tear of buttons, faders, motorised faders, encoders, displays/touch panels, connectors and other parts prone to wear and tear;
- ii. misuse, abuse, improper handling, accident, alteration or attempts to repair by or on behalf of the owner or any person not authorised by ChamSys;
- iii. damage to the product resulting from acts of God, including, but not limited to, earthquakes, hurricanes, tornados, lightning and other natural disasters, fire, explosion, flood, riots, civil disorder or any other cause beyond the reasonable control of ChamSys;
- iv. exposure to harsh or excessively corrosive environmental conditions (whether indoors or outdoors), including, but not limited to, extreme temperatures, humidity, atmospheric conditions (including salinity or pressure), radiation (UV, infrared or nuclear) and shock;
- v. use of the product in a manner which exceeds the applicable product specification, including, but not limited to, exposure to excessive, insufficient or other voltage conditions;
- vi. installation or use of the product not in accordance with the technical documentation, ChamSys’s guidelines (as may be posted on its website at www.ChamSyslighting.com from time to time or otherwise designated by ChamSys) or applicable building and electrical codes, regulations and standards;

- vii. failure to maintain the product in accordance with the technical documentation;
- viii. water ingress (including to touch panels and displays);
- ix. slight deviations in the specified values of intensity, color and other attributes that do not affect the functionality of the product; and
- x. use of the product not for its intended purpose.

ChamSys offers no warranty for consumable parts, including, but not limited to, fuses or flash drives or for any accessories, peripheral equipment or products not bearing the name ChamSys or a ChamSys brand, including, but not limited to, carry cases, third-party wireless devices, cords and batteries. Any warranty or other claims relating to any such third-party products are the sole responsibility of the manufacturer of such third-party products and the purchaser must communicate directly with such third-party manufacturer regarding such claims.

All warranty claims are evaluated under the terms of this limited warranty. If a product falls within the warranty period and if, upon examination by ChamSys, it is found to have failed for a covered cause, ChamSys will, at its sole discretion, repair or replace the defective part or product or reimburse the purchaser a pro-rated portion of the purchase price based on the percentage of the warranty period still remaining as of the date that the returned product was received by ChamSys. Replacement parts may be new or refurbished. Should a replacement part or product be discontinued or unavailable, ChamSys reserves the right, in its sole and absolute discretion, to substitute a comparable replacement part or product for the defective part or product. ChamSys' warranty obligation hereunder is limited solely to the repair or replacement of or reimbursement for the particular ChamSys products or parts thereof determined by ChamSys to have failed for a covered cause within the warranty period. In no event shall ChamSys be responsible to replace or reimburse purchaser for any ChamSys product or part thereof that ChamSys determines has not failed for a covered cause within the warranty period, or for any other product controlled by or otherwise used with the ChamSys product warranted under this limited warranty, even if the repaired product differs in brightness, colors or any other attribute after the repair or the other product is no longer useable with the repaired product after the repair.

Costs of removal, shipping to ChamSys or its authorized representative and reinstallation are solely the responsibility of the purchaser. If ChamSys determines that the product is covered by this limited warranty, ChamSys will pay for the cost of shipping the repaired or replacement product or part to the purchaser at a location within the United Kingdom, Ireland, United States or Germany through a method and timeline of ChamSys' choosing. Costs of shipping repaired or replacement products or parts to any locations outside of the United Kingdom, Ireland, United States or Germany is the sole responsibility of the purchaser. If ChamSys determines that the product is not covered by this limited warranty, the purchaser will have the option of paying for the repair (if the product can be repaired) and the purchaser shall be responsible for the cost of shipping the repaired product back to the purchaser. ChamSys reserves the right, in its sole and absolute discretion, to decline any repair.

IN NO EVENT SHALL CHAMSYS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE PRODUCT OR ANY OTHER GOODS OR ASSOCIATED EQUIPMENT, DAMAGE TO ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWN TIME COST, INSTALLATION OR LABOR COSTS, OR CLAIMS OF THE PURCHASER'S CUSTOMERS, WHETHER BASED ON WARRANTY, CONTRACT OR NEGLIGENCE, ARISING IN CONNECTION WITH THE SALE, USE OR REPAIR OF THE PRODUCT. CHAMSYS'S MAXIMUM LIABILITY SHALL NOT, IN ANY CASE, EXCEED THE PURCHASE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, ALL PRODUCTS SOLD BY CHAMSYS ARE SOLD "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED BY CHAMSYS.

Visit www.ChamSyslighting.com for information on how to secure warranty coverage for products purchased in the United Kingdom, Ireland, United States or Germany. Retain a copy of your dated proof of purchase, which will be required to verify warranty eligibility.