

Warranty

MARCATO™

MARCATO™ PRO SERIES AUDIO LUMINARY SYSTEM TWO-YEAR LIMITED WARRANTY

ELIGIBILITY

Magna Marque warrants to the original consumer purchaser that the Marcato™ Pro Series Audio Luminary System (*the "Product"*) will be free from defects in material and workmanship for two (2) years from the date of original purchase (*the "Warranty Period"*). This warranty is extended to the original consumer purchaser only and is not transferable.

During the Warranty Period, Magna Marque will provide one of the following remedies if the Product is found by the manufacturer to be defective in material or workmanship (*the choice of remedy to be solely at the option of Magna Marque*): (i) Magna Marque will provide a replacement Product in exchange for the defective Product; or (ii) Magna Marque will repair any defect in the Product in material or workmanship; or (iii) Magna Marque will refund to the purchaser the original purchase price of the Product. Magna Marque's obligations under this warranty will in no event exceed the purchase price of the Product found to be defective. Any additional costs and expenses beyond that amount is the responsibility of the customer.

Please read and understand the Installation Guide before installing or using the Product. This limited warranty is conditional upon strict compliance with the provisions of the Installation Guide. Failure to follow the instructions and warnings provided in the Installation Guide shall render this warranty null and void and of no further effect.

LIMITATIONS ON WARRANTY

This warranty covers normal use and installation in the manner described in the Installation Guide and User Guide. This warranty does not cover the following:

- (1) Damage, deterioration or malfunction resulting from:
 - a. Accident, negligence, misuse or abuse, including accidents involving the collapse or failure of any structure to which the Product has been installed or attached.
 - b. Improper installation (including improper wiring or connection to improper voltage supply), storage, maintenance or operation of the Product or failure to follow instructions contained in the Installation Guide.
 - c. Failure to provide a suitable installation or operating environment for the Product.
 - d. Use of the Product for purposes other than those for which it is intended to be used or in an application not recommended by the Installation Guide.
 - e. Any shipment or mishandling of the Product (*claims must be presented to the carrier*).
 - f. Repair or attempted repair by anyone other than Magna Marque or a facility authorized by Magna Marque to service the Product.
- (2) Any Product which has been modified or altered, or on which the serial number has been defaced, modified or removed.
- (3) Incidental, consequential, economic or property damage.
- (4) Normal wear and tear or maintenance of the Product, including variations or changes in color of the Product (*color changes and some fading normally occur in all Products as they are exposed to the elements*).
- (5) Labor & materials required to remove, maintain and reinstall the Product.

- (6) Any Product which has not been purchased by the consumer directly from an authorized Magna Marque dealer in the U.S.A. If you are uncertain as to whether a dealer has been authorized by Magna Marque, please contact Magna Marque at the telephone number shown in the Installation Guide.
- (7) Any unit used for industrial or commercial purposes.
- (8) Any act of God (*such as flooding, hurricane, tornado, hail, earthquake, lightning, etc.*), environmental condition (*such as air pollution, mold, mildew, etc.*) or staining from foreign substances (*such as dirt, grease, oil, harmful cleaning compounds, pesticides, etc.*)

CLAIM PROCEDURE

To make a claim under this warranty, you must, within ninety (90) days of actual or constructive notice of damage covered by this warranty, call Magna Marque at 1.888.786.6273. You will need to have the following information available to you when making this phone call: (a) proof of date and place of purchase of the Product, as shown on the original invoice or sales receipt; and (b) a detailed explanation of the problem(s) requiring service. You are responsible for any removal and installation charges associated with warranty service.

To obtain warranty service, you must return the Product in its original packaging. Full credit will not be issued if the Product is returned with missing components or if the Product is mislabeled. Magna Marque reserves the right to investigate any claim and to inspect the materials on which a claim is made.

In the event of replacement of the Product, the replacement may be a reconditioned Product. Magna Marque also reserves the right to discontinue or change parts, designs, colors, models or Products, or to substitute the Product with a comparable model or product. Due to normal weathering, replacement Products may differ in gloss and color from the Product originally installed. Some repair parts may be used or rebuilt replacements that meet or exceed Magna Marque specifications for new parts, in exchange for defective parts. In the event of replacement of the Product, the warranty applicable to the replacement Product will extend only for the time remaining under the original Warranty Period.

LIMITATION OF WARRANTIES AND STATE LAW RIGHTS

THE WARRANTY AND REMEDIES AS SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. MAGNA MARQUE EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY DEFECT IN THE PRODUCT, BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW LIMITATIONS AS TO HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Neither Magna Marque nor the dealer selling the Product has authorized any person to create for it any other warranty, obligation, or liability in connection with this Product or to increase or alter obligations or limitations of this warranty.

Magna Marque

455 Magna Drive, Aurora, Ontario, Canada L4G 7A9

1.888.786.6273

magnamarcato.com