## **SOLARE PRODUCT LIMITED WARRANTY**

**Rossman Audio** warrants to the *original purchaser*, only, that any Solare Product we manufacture will be free from defects in materials and workmanship for two years from the date of delivery to the original purchaser.

Under the above warranty, **Rossman Audio** will, at its option, either repair or replace a nonconforming or defective product, or return to purchaser the purchase price. **Rossman Audio** shall have no obligation hereunder if the product has been misused, carelessly handled, defaced (including unauthorized repairs made or attempted by anyone other than **Rossman Audio** or its authorized designee), modified or altered, nor shall this warranty cover wear and tear. The product must be returned with proof of purchase in its original (or other adequate packaging) to the point of purchase or, by prior arrangements with **Rossman Audio**, to **Rossman Audio**. Claims must be made in accordance with the provisions of this paragraph within the applicable warranty period or they will be barred. All costs of shipping shall be borne by purchaser.

Rossman Audio reserves the ultimate authority to determine what constitutes warranty repair. If it is determined that the product is not under warranty, it will be repaired using Rossman Audio's standard rates for parts and labor. Rossman Audio will use its best efforts to repair the product within thirty (30) days after receipt thereof. Rossman Audio shall not be responsible, however, for delays caused by shipping or non-availability of replacement components or other similar or dissimilar causes, events or conditions beyond its reasonable control.

The above warranty is the only warranty authorized by Rossman Audio. The above warranty states the purchaser's exclusive remedy for any breach of Rossman Audio's warranty and for any claim, whether sounding in contract, tort or negligence, for loss or injury caused by the sale of any product. Without limiting the generality of the foregoing, Rossman Audio shall in no event be responsible for any loss of business or profits, downtime or delay, labor, repair, or material costs, injury to person or property or any similar or dissimilar incidental or consequential loss or damage incurred by purchaser, even if Rossman Audio has been advised of the possibility of such losses or damages.

Inasmuch as **Rossman Audio** does not have sufficient information to evaluate the suitability of the Product for any particular application, the purchaser is expected to understand the operational characteristics of the Product, as described in the documentation supplied by **Rossman Audio**, and to assess the suitability of the Product for his application.

This warranty is in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for particular purpose.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

This warranty shall not be applicable to the extent that any provision of this warranty is prohibited by any federal, state or municipal law which cannot be preempted. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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