

TRANSFERABLE LIMITED WARRANTY FOR DnD AND MVP SERIES LOUDSPEAKERS

This document describes a warranty provided by Community Professional Loudspeakers, a Pennsylvania Corporation, located at 333 East 5th Street, Chester, Pennsylvania, USA 19013.

If you are not sure of the extent of your warranty, please ask for advice. This warranty does not affect your statutory rights to the extent they cannot be limited. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

LIMITED WARRANTY TERMS AND CONDITIONS

1. Limited Warranty

New Community Products, as listed below (Products Covered Under This Warranty), purchased from an authorized Community dealer in the USA, are warranted against failure and defects in material or workmanship under normal use for the applicable warranty period ("Warranty Period") as described below. In all cases the warranty begins upon date of sale to the end user. A copy of the original proof of purchase must be provided to obtain warranty service.

For service on Community products purchased from outside of the United States, please contact your authorized Community Distributor.

2. Products Covered Under This Warranty

New Community DnD and MVP Loudspeakers, purchased from an authorized Community dealer in the USA, carry a limited 'no fault' warranty for the first two (2) years of use by the original owner on the loudspeaker and crossover components only. New Community DnD and MVP loudspeakers are also warranted against defects in material and workmanship under normal use for the first five (5) years of use.

3. Warranty Service Provided

If the DnD or MVP Product becomes defective during the Warranty Period, Community will, at its sole option and without charge for materials and labor, replace either the component item (under the 2 year no-fault warranty or the 5 year warranty against defects in parts or labor) or the loudspeaker enclosure (under the 5 year warranty against defects in parts and labor) with a new or reconditioned part or enclosure or a functionally equivalent part or enclosure. Parts and systems replaced under Warranty Service will become the property of Community. The Purchaser pays to ship the part or system to Community. Community will pay for return shipping only on those parts or systems replaced or repaired under warranty.

4. Warranty Coverage

Warranty coverage commences from the date of sale of the Product from an authorized USA-based Community Dealer. Please retain your sales receipt along with the warranty information. The 5-year warranty applies to the product; therefore, the remainder of the warranty period will be automatically transferred to any subsequent owner.

5. Obtaining Warranty Service

You must present a copy of your original Proof of Purchase receipt for Warranty Service. Warranty Service may be handled by the factory or by factory-authorized Field Service Stations. To obtain field warranty service, contact the factory at (610) 876-3400 for the name and address of the nearest Field Service Station. To obtain Factory Service, contact (610) 876-3400 for a Return Authorization (R/A) Number. If you require packaging material for DnD or MVP for components please notify Community Service when you call. Packing materials are available for a nominal charge.

To ship the component for Warranty Service, the following information must be included and legible:

- Complete name, daytime telephone number, return street address and Return Authorization Number
- A copy of your original Proof of Purchase receipt
- Note that all original markings and Serial Numbers of the Product must unaltered, intact and legible.
- Include a complete description of the problem you have been experiencing, including a description of how the equipment was being used and with what type / size amplifier.

The Product must be shipped in its original packing material or equivalent so as not to be damaged while in transit. Product shipped in substandard packaging will be refused.

Postage, packaging, insurance and shipping costs for returning your damaged component or Product to Community for Warranty Service are your responsibility. Community is not responsible for any loss or damage to the Product nor for any missing accessories or parts.

6. Exclusions from Warranty Coverage

- Malfunctions caused by service modifications or repairs performed by a person not authorized by Community
- Damage or defects caused by lightning, storm, accidents or 'Acts of God'.
- Damage or defects caused by use or installation in an abnormally corrosive atmosphere.
- Malfunction or failure caused by accidental or intentional damage.
- Defects resulting from normal wear and tear.

6. Warranty Disclaimer and Limitations

THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL CONDITIONS AND WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF COMMUNITY AND ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS OR AUTHORIZED DEALERS. ALL IMPLIED OR STATUTORY CONDITIONS AND WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED AS SET FORTH HEREIN. IF THE PRODUCT IS DEFECTIVE IN MATERIALS OR WORKMANSHIP, THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMMUNITY AND ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS, AND AUTHORIZED DEALERS SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED ON WARRANTY, CONDITION, TORT OR CONTRACT (EVEN IN THE NATURE OF BREACH OF FUNDAMENTAL TERM) EXCEPT TO THE EXTENT PROHIBITED BY LAW. THIS IS THE EXCLUSIVE WRITTEN LIMITED WARRANTY TO THE ORIGINAL PURCHASER. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Governing Law

This Warranty shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, United States of America, without regard or application of choice of law rules.

9. Miscellaneous

Community reserves the right to change the design of any Product from time to time without notice and without obligation to make or provide for corresponding changes in Products previously manufactured.

This Warranty is in effect for all DnD and MVP Community Products manufactured after January 1, 2006, and supersedes all other warranty statements previously published.

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