



M • DESIGN™

## LIMITED WARRANTY FOR CONSUMERS OF M•DESIGN ("PRODUCTS") SOUND SYSTEMS

United States

Effective for products delivered after Jan 1, 2004

M•Design, 7251 Lake Mead Blvd. West, 3rd Floor, Las Vegas, NV, USA ("M•Design") extends You this Limited Warranty. Statutory or common law may provide You with additional rights or remedies, which shall not be affected by this Limited Warranty.

**IMPORTANT NOTE:** IF YOUR M•DESIGN PRODUCT CONTAINS INTEGRATED ELECTRONIC COMPONENTS, INCLUDING, BUT NOT LIMITED TO AUTOMATIC VOLTAGE STABILIZERS, AMPLIFIERS, POWER CONDITIONERS, SURGE PROTECTORS OR WIRELESS TRANSMITTERS & RECEIVERS THOSE COMPONENTS MAY BE COVERED UNDER A SEPARATE WARRANTY THAN THE "MAIN" PRODUCT WARRANTY— READ CAREFULLY FOR DETAILS.

## DEFINITIONS

**"Adequate Use"** means use of the Product (i) in conformance means normal use of the Product (i) within a home or dwelling, (ii) for private (as opposed

to commercial) purposes, and (iii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation that accompany the Product.

**"Authorized Dealer"** means any distributor, reseller or retailer that (i) was duly authorized to do business in the jurisdiction where it sold the Product to You, (ii) was permitted to sell You the Product under the laws of the jurisdiction where You bought the Product, and (iii) sold You the Product new and in its original packaging..

**"Formal Warranty Claim"** means a claim made in accordance with the section "Formal Warranty Claims" herein.

**"Product"** means a Product that (i) has been manufactured for, or by M•Design, and (ii) You bought new from an Authorized Dealer in its original packaging or packing materials (excluding floor samples, demonstration units, or products designated "AS-IS" at the time of purchase).

**"Product Defect"** means a defect in material or workmanship of the Product that existed at the time when You received the Product from an Authorized Dealer. Product Defect **does not include** defects that have been caused completely or partly by (i) any use other than Adequate Use, (ii) transportation, negligence, neglect, misuse, abuse, normal wear and tear, or power surges; (iii) alteration, tampering or modification of the product by anyone (including the Authorized Dealer); (iv) improper maintenance or care; (v) accident, including but not limited to, burns, tears, scratches, scuffs, watermarks, indentations, chips, or pet damage; (vi) repair of the Product by anyone other than a M•Design employee, or an authorized repair technician; (vii) exposure of the

Product to sun, bright light, human or animal fluids, heat, liquid, acids, solvents, detergents, abrasives, cleaners, or other contaminants; (viii) acts outside the control of M•Design, including without limitation acts of God, fire, storms, earthquake or flood. Because of craftsmanship or the use of natural materials in Products, variations can occur from piece to piece. Therefore, differences or variations in the Product compared to floor samples, printed illustrations, or photos in brochures or on the Web are not considered Product Defects, and are not covered under this Limited Warranty.

**"Warranty Period"** means the time period during which M•Design must have received Your Formal Warranty Claim. The Warranty Period commences on the date when You purchased or received (whichever occurs later) the Product from an Authorized Dealer as evidenced by the Authorized Dealer's invoice, sales receipt, or packing slip, and expires as follows for the different components of the Product:

- **Five (5)** years for Product components, except Subwoofer/Bass Module Amplifiers; **Two (2)** years for Subwoofer/Bass Module Amplifiers. If You do not have written proof of the date of purchase or receipt, then the Warranty Period commences three (3) months after the date when the Product left M•Design or its factory as evidenced by M•Design's records and expires **five (5)** years thereafter for Product (excluding Subwoofer/Bass Module Amplifiers) and **two (2)** years thereafter for Subwoofer/Bass Module Amplifiers. The Warranty Period will automatically end if You transfer ownership of the Product.

**"You"** means the first individual person that purchased the Product in its original packaging from an Authorized Dealer. This Limited Warranty does not apply to persons or entities that bought the Product

(i) in used or unpackaged form, (ii) for resale, lease or other commercial use, or (iii) from someone other than an Authorized Dealer.

## **SCOPE OF THIS LIMITED WARRANTY**

**PRODUCTS.** If a Product contained a Product Defect when You bought it from an Authorized Dealer and M•Design receives a Formal Warranty Claim from You before the end of the Warranty Period for Product Defects applicable to the affected Product, then M•Design will provide You with one of the following remedies: M•Design will (1) repair or, at M•Design's sole discretion, replace the Product with a substitute Product of the same or similar color, design, style, and quality; or (2) refund to You the purchase price paid for the affected Product if repair or replacement is not commercially practicable or cannot be timely made. **NOTE: M•Design DOES NOT ASSUME ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES**

## **GENERAL PROVISIONS**

### **CHOICE OF LAW/JURISDICTION**

This Limited Warranty and any disputes arising out of or in connection with this Limited Warranty ("Disputes") shall be governed by the laws of the State of California, USA, excluding conflicts of law principles and excluding the Convention for the International Sale of Goods. The courts located in the State of California, USA shall have exclusive jurisdiction over any Disputes.

### **NO LIABILITY FOR ADVICE**

Any technical or other advice offered before or after delivery with respect to the use and application of the Product is furnished without charge and subject

to the understanding that such advice is issued at the purchaser's sole risk without any limitation or modifications of any disclaimer or other provision contained herein.

### **OTHER RIGHTS**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND WHICH SHALL NOT BE AFFECTED BY THIS LIMITED WARRANTY. THIS WARRANTY EXTENDS ONLY TO YOU AND CANNOT BE TRANSFERRED OR ASSIGNED.

### **SERIAL NUMBER:**

If this Product contains a serial number, this Limited Warranty is void if the label on the Product bearing the serial number has been removed, altered, or defaced.

### **REGISTRATION**

Please register Your Product at: [www.MDesignLife.com/Warranty](http://www.MDesignLife.com/Warranty). Failure to register will not diminish Your warranty rights.

## **FORMAL WARRANTY CLAIM**

### **HOW TO MAKE A CLAIM**

In the event of a Product Defect, You must follow these instructions:

Promptly notify the Authorized Dealer from whom you purchased the Product. If it is impossible for you to notify that Authorized Dealer, or if the Authorized Dealer is not responsive, please contact M•Design customer service via toll-free phone:

**1-866-563-6388,**

or via email at:

**[CustomerService@MDesignLife.com,](mailto:CustomerService@MDesignLife.com)**

or in writing to:

**M•Design, Attention Customer Service,  
455 Valley Drive, Brisbane, CA 94005, U.S.A.**

When contacting the Authorized Dealer or M•Design, please be prepared to give a detailed explanation of the Product Defect, and to provide a copy of Your original sales receipts and proof of purchase (UPC label or packing slip for the Products). **IMPORTANT: IN ORDER TO EXERCISE YOUR RIGHTS UNDER THIS LIMITED WARRANTY YOU MUST SUBMIT YOUR ORIGINAL SALES RECEIPTS AND A PROOF OF PURCHASE (UPC LABEL OR PRODUCT PACKING SLIP).**

### **FURTHER PROCEEDINGS**

After making a claim it may be necessary to allow the Authorized Dealer or M•Design access to your home for inspection of the Product by its employees or authorized representatives.

### **TIMING**

If You bring a Formal Warranty Claim and fully comply with all terms and conditions of this Limited Warranty, M•Design will use commercially reasonable efforts to provide You with a remedy within thirty (30) days after receipt of Your Formal Warranty Claim (if You reside in the United States - forty-five (45) days if You reside elsewhere), unless obstacles outside M•Design's control delay the process.

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