#### SCOPE AND DURATION OF WARRANTY

Subject to the terms and conditions stated below, McIntosh Laboratory, Inc. ("McIntosh") warrants to the original owner that this Product shall be free from defects in workmanship or materials for a term of three (3) years from the date when it was purchased from an Authorized McIntosh Dealer.

## LIMITATIONS ON PERSONS AND PRODUCTS COVERED BY THIS WARRANTY

This Warranty, and all rights provided hereunder, are limited to the original owner. In the event that the original owner transfers ownership of the Product prior to expiration of the three (3) year term, this Warranty shall terminate in its entirety upon the date of such transfer. In addition, McIntosh does not warrant in any way Products which are purchased from anyone who is not an Authorized McIntosh Dealer, or which have had their serial numbers altered or defaced; and therefore this Warranty is void and inapplicable if this Product has been purchased from someone other than an Authorized McIntosh Dealer, or has had its original serial numbers altered or defaced.

### GEOGRAPHICAL LIMITATIONS

This Warranty has been included with a McIntosh Product which is designed and intended to be sold and used only within the United States and Canada. Accordingly, this Warranty only applies to Products which are purchased in the United States or Canada and only applies while such Products are used in the United States or Canada. Products purchased outside the United States or Canada, and failures occurring outside the United States or Canada, are not covered by this Warranty.

## WHAT McINTOSH WILL DO UNDER THE WARRANTY

In the event of any defect covered by this Warranty, McIntosh shall without charge provide all parts, materials, and labor necessary to restore the Product to its original specifications. After repair, McIntosh shall return the Product to its owner at the owner's expense. In the alternative, McIntosh may at its sole option either replace the Product without charge, or if replacement is not commercially practicable or repair or replacement cannot be accomplished within a reasonable time, McIntosh may refund the purchase price of the Product, subject where appropriate to reasonable depreciation for actual use in accordance with applicable laws, in full satisfaction of its warranty obligations. McIntosh or its Authorized Service Agency will undertake to complete the repair and return of the Product as soon as circumstances permit, unless prevented by causes beyond their reasonable control.

# LIMITATIONS ON McINTOSH'S OBLIGATIONS UNDER THE WARRANTY

McINTOSH'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE THE PRODUCT, OR AT ITS OPTION REFUND THE PURCHASE PRICE, AS PROVIDED FOR HEREINABOVE. McINTOSH DOES NOT WARRANT AGAINST, NOR SHALL IT BE LIABLE FOR, ANY OF THE FOLLOWING: REMOVAL OR INSTALLATION CHARGES; SHIPPING EXPENSES EITHER TO OR FROM McINTOSH OR ITS AUTHORIZED SERVICE AGENCY; LOSS OF USE; PROPERTY DAMAGE OF ANY KIND; OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND. Note: Some states do not allow exclusion or limitation of consequential damages, so the foregoing exclusions may not apply to you.

### PARTS AND OCCURRENCES THAT ARE NOT COVERED BY THE WARRANTY

This Warranty does not cover any of the following: (a) glass panels, cabinetry, trim, or other appearance items (except where they are defective at the time of original sale and the Product is delivered for repair within the first thirty (30) days thereafter); (b) batteries, or damage to the Product caused by failure of batteries; (c) failures arising from accident, catastrophe, misuse, neglect, or failure to properly connect and operate the Product in accordance with the accompanying instructions; (d) failures arising from improper installation of the Product; or (e) failures arising from any tampering, alteration, or attempted servicing of the Product by anyone other than McIntosh or an Authorized McIntosh Service Agency; and McIntosh shall have no liability or obligation of any kind with respect to any of the foregoing types of failures.

## WHAT THE OWNER MUST DO TO OBTAIN SERVICE UNDER THIS WARRANTY

To obtain service under this warranty, the owner must at the owner's expense arrange for any necessary de-installation of the Product, and deliver or ship the Product to McIntosh at the address below, or to an Authorized McIntosh Service Agency, properly packaged, prepaid, and insured at the owner's expense. In addition, the owner must provide evidence that the Product is at the time of delivery within the scope of this Warranty, by either having completed and submitted to McIntosh on a timely basis the accompanying Warranty Registration Card, or by including the original sales receipt (photocopies are not acceptable) with the Product when it is delivered for repair.

#### WHAT THE OWNER MUST PAY FOR

As noted above, the owner must pay any expense of removing the Product from its installation, and must pay any expense for delivery of the Product to McIntosh or the Authorized McIntosh Service Agency. Upon return of the Product to the owner following repair, it shall be the owner's responsibility to pay for the shipping charges incurred in return of the Product, as well as to arrange and pay for any re-installation which may be required. In addition, it shall be the owner's obligation to pay for any repairs made to Products for which the owner has neither completed and submitted the Warranty Registration Card at the time of purchase nor included the original sales receipt with the Product when delivered for service, at McIntosh's or its Authorized Service Agency's then-current repair rates.

# HOW TO LEARN WHERE THE NEAREST AUTHORIZED McINTOSH SERVICE AGENCY IS, OR OBTAIN ANSWERS TO OTHER QUESTIONS CONCERNING THIS WARRANTY

In order to learn the name and address of the nearest Authorized McIntosh Service Agency, obtain instructions for shipment of a covered Product to McIntosh, or obtain the answers to any other questions you may have concerning this Warranty, you may telephone McIntosh's Customer Service Department between the hours of 9:00 a.m. and 4:30 p.m. Eastern Time, Monday through Friday, at 607-723-3512, or write to McIntosh at 2 Chambers Street, Binghamton, New York 13903-2699, Attention: Customer Service Department. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

McIntosh Laboratory, Inc. 2 Chambers Street, Binghamton, N'
607-723-3512 Fax: 607-724-0549 2 Chambers Street, Binghamton, NY 13903-2699 © 1995 McIntosh Laboratory, Inc. 040421