

## **PETERSON ELECTRO-MUSICAL PRODUCTS INC.**

**LIMITED WARRANTY** Peterson warrants the equipment that it manufactures for use in pipe organs to be free from defects in material and workmanship under normal use and service, **for a period of ten (10) years** from the date of original shipment to the buyer unless otherwise specified in writing. (See "10 Year Warranty Exceptions"). Peterson's sole obligation under this warranty shall be that upon return of goods to the Peterson factory, transportation charges prepaid, Peterson will at its option repair or replace any equipment which it deems to contain defective material or workmanship and will return the repaired or replaced equipment to buyer, transportation charges prepaid. Peterson shall have the sole right upon inspection of any item of equipment or part thereof, to determine whether or not the defect is covered by the terms of this warranty. During the standard warranty period, Peterson will also warrant its equipment in a particular installation against indirect lightning strikes. If the installation is considered to be at high risk to lightning strikes, it is required that certain precautionary installation procedures must be followed. These procedures will be specified in writing by Peterson. It is the responsibility of the buyer to check with Peterson prior to installation as to whether the installation is considered a high-risk installation. This warranty does not cover damage due to direct lightning strikes. Peterson generally considers an occurrence of lightning to be a direct strike for this purpose when it results in physical damage to the structure or electrical power system (such as wiring, electrical panel, motors, etc.) of the building. Peterson reserves the right to inspect the installation site and Peterson's determination as to whether an indirect strike has occurred and/or the proper installation procedures were followed will be final. Peterson's sole obligation under this lightning warranty will be the same as listed herein regarding its standard warranty. This warranty shall not apply to any equipment, or any part thereof, which has been repaired by others in a manner that does not conform with the Peterson standard for quality and/or workmanship; or which has been improperly used, abused, used in an unauthorized manner with components manufactured by another company, altered, damaged, subjected to accident, flood, fire, or acts of God; or on which any serial numbers have been altered, defaced, or removed. Peterson will not be responsible for any travel, dismantling, reassembly, or reinstallation charges. This warranty is in lieu of all other warranties expressed or implied, including, without limitations, warranty for merchantability and fitness for a particular purpose as well as all other representations made to the purchaser. No person is authorized to give any other warranties or to assume any other liabilities on behalf of Peterson unless made or assumed by Peterson in writing. Peterson will not be liable for any special, indirect, incidental, or consequential damages, including damages claimed in connection with any rescission of this agreement by the buyer. Peterson's warranty, as herein above set forth, shall not be enlarged, diminished, or affected by, and no obligations or liability shall arise or grow out of, Peterson's rendering of technical advice or service. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.