

FENDER® BRAND IN-EAR MONITOR (IEM) PRODUCTS 2-YEAR MANUFACTURER'S LIMITED WARRANTY

Important notice regarding your consumer rights:

- The benefits we give in this manufacturer's warranty are additional to any rights and remedies that you may have under local consumer protection laws or under another contract. Nothing in this Limited Warranty limits or affects your legal rights.
- This Limited Warranty is not intended to:
 - o change or exclude any rights under consumer law that cannot be lawfully changed or excluded; or
 - limit or exclude any right you have against the person who sold the products to you if that person has breached their sales contract with you.
- In particular, as a consumer, you legally benefit from a **minimum two-year statutory warranty of conformity** from the seller as set out in local legislation governing the sale of consumer goods.

By purchasing In-Ear Monitors (IEMs) from Fender you agree to the terms and conditions stated below.

<u>USER WARNING</u>: Fender[®] IEMs are produced for the enjoyment of listening to audio/communication devices. Please remain aware of the dangers of listening to such products at a loud volume level (85dB+). OSHA regulations state that a volume of 80-85dB is safe for an 8-hour period of time. If you are concerned about your hearing, please consult a hearing specialist who can advise you about safety levels with your audio device.

Fender warrants that the Fender[®] IEMs product you have purchased shall be free of any defects in parts and workmanship of the external shells and internal driver components, including distortion or imbalance of such, if used under normal operating conditions for a period of two (2) years from the date of purchase except that the replaceable cable jacketing and the 3.5mm jack connector, as well as all other included accessory products, are warranted for a period of ninety (90) days from date of purchase (Limited Warranty). This Limited Warranty applies only to the original retail purchaser when purchased from an Authorized Fender Dealer and is subject to the limitations set forth herein. IMPORTANT: PLEASE RETAIN YOUR ORIGINAL SALES RECEIPT, AS IT IS YOUR PROOF OF PURCHASE VALIDATING THIS LIMITED WARRANTY.

Defective products that qualify for coverage under this Limited Warranty will be repaired or replaced, (at Fender's discretion) with a like or comparable product, without charge. Fender has established a network of independent Authorized Fender Service Centers for warranty service. The Fender Dealer from whom you purchased your product may also be authorized for warranty service and should be the first point of contact when service of any kind is required for your IEMs.

MAKING A CLAIM UNDER THIS WARRANTY:

To receive warranty service, return the complete product to a Fender Dealer, with proof of purchase, during the applicable warranty period. To find your nearest dealer, please use either the "Find a Dealer" link at the bottom of Fender.com or reach out to us at the appropriate regional email found at the bottom of this warranty.

TRANSPORTATION, INSURANCE AND FREIGHT CHARGES ASSOCIATED WITH WARRANTY SERVICE AND REPAIRS ARE NOT INCLUDED IN THIS LIMITED WARRANTY. PRODUCTS WHICH QUALIFY FOR WARRANTY REPAIR OR REPLACEMENT WILL BE RETURNED TO YOU FREIGHT PRE-PAID BY FENDER. LABOR, PARTS AND FREIGHT FOR **NON-WARRANTY** REPAIRS OR REPLACEMENTS WILL BE BILLED TO YOU AND MUST BE PAID BY YOU PRIOR TO SHIPMENT BACK TO YOU.

Any repair or service performed by any person or entity other than an Authorized Fender Service Center is not covered by this Limited Warranty. This Limited Warranty becomes void if the serial number on any product is defaced or removed, or the product has been damaged by alteration, misuse, accident, or neglect; or the product has been repaired or serviced by persons not authorized by Fender.

LIMITED WARRANTY LIMITATIONS AND EXCLUSIONS:

The following items are not covered by this warranty:

1. Damage or deterioration due to normal usage, wear and tear, aging, accidents, neglect, abuse, or acts of nature.

- 2. Damage, corrosion or rusting of any components caused by humidity, salty air, or exposure to the moisture, body salts and acids of perspiration.
- 3. Any IEM whose serial number is missing, altered or tampered with in any fashion.

Note: Although this Limited Warranty does not cover the defects described above, you may have additional rights under your local consumer laws.

THE FOREGOING CONSTITUTES THE ONLY WARRANTY MADE BY FENDER WITH RESPECT TO THE PRODUCTS AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. Any implied warranties, including without limitation, any implied warranties of merchantability or fitness for any particular purpose, imposed under state law are limited to the duration of this Limited Warranty. In so far as such warranties cannot be disclaimed, Fender limits the duration and remedies of such warranties to the duration of this express warranty and, at Fender's option, to the repair, replacement or refund described herein. Some states, provinces or countries do not allow limitations on how long an implied warranty lasts, so the above limitations may not be applicable to you.

FENDER ASSUMES NO LIABILITY FOR PROPERTY DAMAGE RESULTING FROM FAILURE OF THIS PRODUCT NOR ANY LOSS OF INCOME, SATISFACTION, OR DAMAGES ARISING FROM THE LOSS OF USE OF SAME DUE TO DEFECTS OR AVAILABILITY OF SAME DURING SERVICE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, FENDER DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING ANY RIGHTS UNDER CONSUMER PROTECTION LAWS THAT CANNOT BE LAWFULLY CHANGED OR EXCLUDED. FURTHER, FENDER DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE AGAINST THE PERSON WHO SOLD THE FENDER IEM PRODUCT TO YOU IF THAT PERSON HAS BREACHED THEIR SALES CONTRACT WITH YOU. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

FOR CONSUMERS IN THE UNITED KINGDOM AND EUROPEAN UNION

You may transfer this limited warranty to a person who has acquired the products, but we may require that person to provide reasonable evidence that they are now the owner of the products.

If we fail to comply with this Limited Warranty, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the terms of this Limited Warranty or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable either if it is obvious that it will happen or if, at the time this Limited Warranty started, both we and you knew or could have foreseen that it might happen. This does not exclude or limit in any way our liability to you where it would be unlawful to do so including where you may have other rights under local consumer law.

This Limited Warranty is governed by the laws of your country of residence and you can bring legal proceedings in respect of the warranty in your local courts. In addition, if you are based in the EU, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at http://ec.europa.eu/consumers/odr/

FOR CONSUMERS IN AUSTRALIA [ACN 613 081 191]

The benefits conferred by this Limited Warranty are in addition to all other statutory rights in respect of this Fender IEM product which the consumer may have under the Competition and Consumer Act 2010 (Cth) and/or other applicable laws.

NOTICE TO ALL AUSTRALIA CONSUMERS

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

NOTE: This warranty applies only to Fender IEM products sold by an Authorized Fender IEM Dealer after March 1, 2024.

EFFECTIVE DATE: March 1, 2024

USA & Canada

Fender Musical Instruments Corporation Toll Free: (800) 856-9801 Local: (480) 596-7195 consumerrelation

Mexico

Fender Ventas de Mexico S. de R.L. de C.V. 01-800-2530551 consumerrelation

Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, and UK

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Other Countries

Contact Authorized Fender Distributor