

## MERLYN MIND, INC. - STANDARD LIMITED WARRANTY FOR PRODUCT (SYMPHONY CLASSROOM™ AND INCLUDED ACCESSORIES) SERIES

Three (3) Year Limited Warranty Period for the United States and Canada

Product Item	Limited Warranty Period
Symphony Classroom™	3 Years
Power Supply & AC Cord	1-Year
Remote Control Unit (RCU)	1-Year
HDMI Cable	90-Days

**What Does Your Warranty Cover?** Merlyn Mind, Inc. (“**MERLYN MIND**”) warrants that the MERLYN MIND branded product you purchased for your end use (“**Product**”) is free from defects in materials and workmanship under normal use during the Limited Warranty Period specified above (“**Limited Warranty**”). This Limited Warranty covers the Product for warranty service only within the country where the Product was originally purchased and only covers Products purchased as new.

MERLYN MIND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS, CONDITIONS AND REPRESENTATIONS NOT EXPRESSLY STATED IN THIS LIMITED WARRANTY. ALL OTHER WARRANTIES, TERMS, CONDITIONS AND REPRESENTATIONS FOR THE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY OR OTHERWISE AND WHETHER ARISING IN LAW OR EQUITY, INCLUDING THE IMPLIED TERMS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE IMPLIED TERMS OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ANY IMPLIED WARRANTIES, TERMS OR CONDITIONS THAT MAY BE IMPOSED OR IMPLIED BY LAW AND WHICH CANNOT BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

**How Long Does This Warranty Last?** Your Product (and its included accessories) will have the respective Limited Warranty Periods stated in the table above measured from the date of your purchase. Where you have purchased a warranty extension from us, then your Limited Warranty Period will be extended accordingly as measured from the date of your purchase. For example, if you have purchased a two-year warranty extension from us (under Warranty SCWAR2), then your Limited Warranty Period will be 5 years measured from the date of your purchase.

If you register your Product with MERLYN MIND, you can log-in to our website to determine the applicable Limited Warranty Periods.

**What Will MERLYN MIND Do?** If the Product fails to work as warranted, MERLYN MIND will, in its sole discretion, repair or replace the Product or part with a new or remanufactured product/part that is at least equivalent to the original Product/part. This is your sole and exclusive remedy for breach of the Limited Warranty. Replacement parts or products are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of the Limited Warranty Period, whichever is longer.

**What Are Your Obligations?** MERLYN MIND strongly recommends you register your Product online at Merlyn.org/support or by sending an email to support@merlyn.org. Your failure to complete Product Registration will not diminish your rights under this Limited Warranty. If you do not register the Product with MERLYN MIND, you may be required to present proof of purchase as evidence of your entitlement to warranty service. The proof of purchase must show the price, date, location of purchase and Product description.

Before sending in your Product for repair, if applicable, please remove any data, software, or materials that you may have stored or preserved on your Product drive by initiating a “factory reset” and remove accessories or peripherals that are not under warranty service. It is possible that such data, software or materials will be destroyed, lost or reformatted during the service.

MERLYN MIND IS NOT RESPONSIBLE AND FULLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY DAMAGE OR LOSS TO DATA, SOFTWARE OR MATERIALS OR ANY ACCESSORIES SHIPPED WITH THE PRODUCT. YOU MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS PROVIDED WITH THE PRODUCT. IF YOU FAIL TO DO SO, THIS PRODUCT MAY BE DAMAGED OR MAY NOT FUNCTION PROPERLY, OR YOU MAY SUSTAIN PERSONAL INJURIES.

If you authorize MERLYN MIND to perform any services excluded under this Limited Warranty, you may be required to pay standard repair fees for such work.

### What Does this Limited Warranty Not Cover?

**This Limited Warranty does not cover:**

- On-site service/repair, or service made necessary by accident (e.g. dropping the Product or liquid spill on Product), misuse, abuse, neglect, improper installation/maintenance, modifications, fire, theft, acts of God, power failures, surges or electric shortages, lightning, or repairs by non-MERLYN MIND authorized service providers, use outside of the environmental or operating parameters, or use with incompatible third party products.
- Installation, set-up, mounting or unmounting of Product.
- Service of any Product on which the MERLYN MIND label or logo, rating label or serial number have been defaced or removed.
- Service of any Product on which the MERLYN MIND “Do Not Open” seal has been tampered with and the opening of the Product has caused damage that is not covered under this Limited Warranty. Only MERLYN MIND or an authorized MERLYN MIND service provider should perform service on this Product.
- Preventive maintenance, cosmetic damage or wear and tear, replacement of consumables or missing parts, repair or replacement of covers, plastics, or appearance parts such as interior or exterior finishes or trim.
- Software support, fixes or replacement. Software, if any, distributed with the Product is licensed to you subject to the terms and conditions presented to you during the Product set-up or onboarding process.
- MERLYN MIND does not warrant (1) uninterrupted or error-free operation of the Product; or (2) the security of any data, software, or materials that you process, store or preserve on your Product.
- Any technical or other support that MERLYN MIND may provide for the Product under warranty, such as assistance with “how-to” questions and those regarding Product set-up and installation, is provided WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND.

### How to Obtain Repair or Replacement Service For A Product Purchased In The United States?

MERLYN MIND may, at its discretion, offer any one or more of the following applicable repair or replacement services: (1) Repair-Return Service through MERLYN MIND’s Depot Service, (2) Whole Unit Exchange Service; or (3) Customer Replaceable (CRU) Parts Service.

To determine the warranty service method, service logistics, shipping responsibility and important related information for your Product, please visit our web site at Merlyn.org/support or send an email to support@merlyn.org. Technical support is also available online at MERLYN MIND’S web site at Merlyn.org/support. At this web site, you will find answers for many commonly asked technical questions plus many downloadable software drivers and other downloads. For solutions to the most common problems, refer to the “If Something Goes Wrong” section of the Product’s user’s guide.

When you contact us for warranty service, you must follow the problem determination and resolution procedures that we specify. An initial diagnosis of your problem may be made by a technician over the telephone, electronically by access to a support website or via email. As part of the warranty service, we may also install selected engineering changes that apply to the Product.

**What Are MERLYN MIND’s Limitations on Liability And Your Rights Under Law?** No MERLYN MIND reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Limited Warranty is governed by and construed under the laws of the country in which the Product purchase took place. If that Country is Canada, this Limited Warranty is governed by and construed under the laws of the Province of Ontario.

IN NO EVENT WILL MERLYN MIND, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER INCLUDING (1) DAMAGE TO, OR LOSS OR CORRUPTION OF, YOUR RECORDS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, OR (2) ANY INDIRECT DAMAGES, LOST PROFITS, LOST REVENUES, LOST SAVINGS OR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, IN EACH CASE WHETHER ANY SUCH LIABILITY ARISES BASED IN BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE TO THE EXTENT PERMITTED BY LAW), MISREPRESENTATION, BREACH OF ANY DUTY (INCLUDING STRICT LIABILITY), EQUITY OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT AND/OR THE USER GUIDES AND/OR MANUALS, EVEN IF MERLYN MIND, OR AN AUTHORIZED MERLYN MIND REPRESENTATIVE, AUTHORIZED SERVICE PROVIDER OR RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY OR IF SUCH DAMAGES WERE FORESEEABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. MERLYN MIND, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

This Product does not support emergency service calls (for example “911” calls in the United States). This Product is not designed for any “critical applications.”

**“Critical applications”** means life support systems, medical applications, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. ACCORDINGLY, MERLYN MIND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED TO THE USE OF THE PRODUCT IN ANY CRITICAL APPLICATION. YOU ASSUME FULL RESPONSIBILITY FOR USE OF THE PRODUCT IN A CRITICAL APPLICATION. FURTHER, MERLYN MIND RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED IN A CRITICAL APPLICATION, AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED TO MERLYN MIND’S SERVICE OR REFUSAL TO SERVICE THE PRODUCT.

**Governing Law.** Both you and MERLYN MIND consent to the application of the laws, and jurisdiction of the courts, of the country in which you acquired the Product to govern, interpret, and enforce all of your and MERLYN MIND’s rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Limited Warranty, without regard to conflict of law principles. If that Country is Canada, the laws of the Province of Ontario will apply and you irrevocably submit to the non-exclusive jurisdiction of the Ontario courts. Both you and MERLYN MIND expressly disclaim the application of the United Nations Convention for the International Sale of Goods.

**Severability.** If any term or provision of this Limited Warranty is or becomes illegal, invalid or unenforceable that shall not affect the legality, validity or enforceability of any other term of this Limited Warranty.

**Rights of Third Parties.** A person who is not you or MERLYN MIND shall have no rights to enforce rights or benefits provided by the Limited Warranty.

**Language.** If you are located in the Province of Quebec, the following applies: Both you and Merlyn Mind acknowledge that they have required this agreement to be written in English. Les parties aux présentes reconnaissent qu’elles ont exigé que la présente entente soit rédigée en anglais.

**Including.** References to “include” or “including” in each case shall be deemed to be followed by the words “without limitation” and the terms “include” and “including” shall not be construed to limit any general statement which they follow to the specific or similar items or matters immediately following such terms.

**Entire Warranty.** This Limited Warranty constitutes the whole and only warranty between MERLYN MIND and you relating to the provision of the Product and supersedes and extinguishes all previous promises, assurances, warranties, representations and understandings between MERLYN MIND and you whether written or oral.

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