HEADRUSH

Product Warranty

(for products purchased in the U.S.A.)

1. **What is covered and for how long?**
   All Products: inMusic Brands, Inc. ("inMusic") warrants to the original purchaser that HeadRush products and all other accessories are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase from an authorized HeadRush dealer and continuing for the following period of time after that date for one (**1**) year. inMusic warrants factory-refurbished merchandise to be free of material and operational defects for a period of ninety (**90**) days from the original date of retail sale. This refurbished merchandise warranty is not transferable.

2. **What is not covered?** This Limited Warranty is conditioned upon proper use of the product by the purchaser. This Limited Warranty does not cover: (**a**) damage caused by improper installation or improper connection to any peripheral; (**b**) damage caused by an external electrical fault; (**c**) damage from use of parts not manufactured or sold by HeadRush; (**d**) product purchased from anyone other than an HeadRush authorized dealer; (**e**) modifications to product not approved in writing by HeadRush; (**f**) equipment that has the serial number removed or made illegible; (**g**) normal cosmetic and mechanical wear; (**h**) damage or loss during transit to an Authorized HeadRush Repair Center; or (**i**) units that are purchased and/or located outside of the continental USA.

3. **What are inMusic's obligations?** During the applicable warranty period, HeadRush will repair or replace, at HeadRush's sole option, without charge to the purchaser, any defective component part of the product. To obtain service under this Limited Warranty, purchaser must first contact HeadRush and obtain a return merchant authorization ("RMA") number. Purchaser must then return the product to HeadRush in an adequate container for shipping, accompanied by purchaser's sales receipt or comparable proof of sale showing the date of purchase, the serial number of the product, and the seller's name and address. To obtain an RMA number and assistance on where to return the product, contact HeadRush customer service by visiting **support.headrushfx.com**. Upon receipt, HeadRush will repair or replace the defective products. HeadRush may, at HeadRush's sole option, use rebuilt, reconditioned, or new parts or components when repairing any product or replace a product with a rebuilt, reconditioned, new or comparable product. Repaired products will be warranted for a period equal to the remainder of the original Limited Warranty on the original product or for 90 days, whichever is longer. All replaced parts, components, boards, and equipment become the property of HeadRush. If HeadRush determines that any product is not covered by this Limited Warranty, purchaser must pay all parts, shipping, and labor charges for the repair or return of such product.

4. **What are the limits on inMusic's liabilities?** THE WARRANTIES GIVEN IN THIS LIMITED WARRANTY, TOGETHER WITH ANY IMPLIED WARRANTIES COVERING HEADRUSH PRODUCTS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, INMUSIC OR HEADRUSH SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, LOSS OF PROFITS, DAMAGES TO PURCHASER'S PROPERTY, OR INJURY TO PURCHASER OR OTHERS ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE ANY HEADRUSH PRODUCT, BREACH OF WARRANTY, OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO INMUSIC'S OR HEADRUSH'S OWN NEGLIGENCE, EVEN IF INMUSIC, HEADRUSH, OR THEIR AGENTS HAVE BEEN ADVISED OF SUCH DAMAGES, OR FOR ANY CLAIM BROUGHT AGAINST PURCHASER BY ANY OTHER PARTY. THIS LIMITED WARRANTY IS THE COMPLETE WARRANTY FOR HEADRUSH PRODUCTS, AND IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT AND STATES PURCHASER'S EXCLUSIVE REMEDY. IF ANY PORTION OF THIS LIMITED WARRANTY IS ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILTY SHALL NOT AFFECT THE ENFORCEABILITY OF THE REMAINDER OF THIS LIMITED WARRANTY WHICH PURCHASER ACKNOWLEDGES IS AND WILL ALWAYS BE CONSTRUED TO BE LIMITED BY ITS TERMS OR AS LIMITED AS THE LAW PERMITS.
   This Limited Warranty allocates risk of product failure between purchaser and HeadRush, and HeadRush's product pricing reflects this allocation of risk and the limitations of liability contained in this Limited Warranty. The agents, employees, distributors, and dealers of HeadRush are not authorized to make modifications to this Limited Warranty, or make additional warranties binding on HeadRush or inMusic. Accordingly, additional statements such as dealer advertising or presentation, whether oral or written, do not constitute warranties by HeadRush or inMusic and should not be relied upon.

5. **How does state law apply to this warranty?** SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from one jurisdiction to another.

Please record the serial number of your unit as shown on the back of the chassis as well as the name of the dealer from whom you purchased the unit. Retain this information and your original purchase receipt for your records. Go to our website **headrushfx.com** to register your product with us.

Model: **Purchased From**:

Serial Number: **Date of Purchase**:

- A return merchant authorization number must be obtained from your local HeadRush representative. For your representative go to **headrushfx.com**.
- A copy of the original sales receipt must also be included for the equipment to be repaired under warranty.
- The faulty equipment must be packed in its original packaging.
- One additional outer layer of packaging must be included to ensure product safety. Failure to do so may inadequately protect the equipment in transit and therefore jeopardize the warranty.
- HeadRush will not accept COD shipments and no call tags will be issued for merchandise return.
- HeadRush will not return repaired merchandise to customers by priority service except by written request at the customer's cost. Requests must be submitted in writing with returned merchandise.
- The defective HeadRush equipment should be sent **freight prepaid** with the return merchant authorization number printed clearly on the outer packaging and original sales receipt enclosed to your local service center.

HeadRush is a trademark of inMusic Brands, Inc., registered in the U.S. and other countries.

All other product names, company names, trademarks, or trade names are those of their respective owners.

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