

# LIMITED WARRANTY

## COMMERCIAL OUT-OF-WALL



**5-Years for Drivers for any defects or performance issues realized during the products normal use and 90 days for defects in manufacture or workmanship covering the exterior fit and finish for peeling and cracks.**

Home Theater of MA, LLC., dba Next Level Acoustics (herein “Next Level”), warrants to the original retail purchaser only that this Next Level Subwoofer product (the “Product”) will be free from defects in material and workmanship for a period of five (5) years covering the drivers and cabinets and ninety (90) days covering the exterior fit and finish for peeling and cracks from the date of the original purchase from a Next Level Authorized Dealer. If the Product is defective in material or workmanship, Next Level or its Authorized Dealer will, at its option, repair or replace the warranted product at no additional charge, except as set forth below. All replaced parts and Product(s) become the property of Next Level. Product that is repaired or replaced under this warranty will be returned to you, within a reasonable time, freight collect. This warranty is non-transferrable and is automatically void if the original purchaser sells or otherwise transfers the Product to any other party. This Warranty does not include service or parts to repair damage caused by accident, misuse, abuse, negligence, inadequate packing or shipping procedures, voltage in excess of the rated maximum of the unit, cosmetic appearance of cabinetry not directly attributable to defects in material or workmanship. This warranty does not cover the elimination of externally generated static or noise, or the correction of antenna problems or weak reception. This warranty does not cover labor costs or damage to the Product caused by installation or removal of the Product. Next Level Technology makes no warranty with respect to its products purchased from dealers or outlets other than Next Level Authorized Dealer. The warranty is automatically void if: 1) The product has been damaged, altered in any way, mishandled during transportation, or tampered with. 2) The product is damaged due to accident, fire, flood, smoke, unreasonable use, misuse, abuse, customer applied cleaners, failure to observe manufacturers warnings, neglect or related events. 3) Repair or modification of the Product has not been made or authorized by Next Level Technology. 4) The product has been improperly installed or used. Product must be returned (insured and prepaid), together with the original dated proof of purchase to the Authorized Dealer from whom the Product was purchased, or to the nearest Next Level factory service center. Product must be shipped in the original shipping container or its equivalent. Next Level is not responsible or liable for loss or damage to Product in transit. This limited warranty is the only express warranty that applies to your product. Next Level neither assumes nor authorizes any person or entity to assume for it any other obligation or liability in connection with your product or this warranty. All other warranties, including but not limited to express, implied, warranty of merchantability or fitness for a particular purpose, are expressly excluded and disclaimed to the maximum extent allowed by law. All implied warranties on product are limited to the duration of this expressed warranty. Next Level has no liability for acts of third parties. Next Level’s liability, whether based on contract, tort, strict liability, or any other theory, shall not exceed the purchase price of the product for which a claim has been made. Under no circumstance will Next Level bear any liability for incidental, consequential or special damages. The consumer agrees and consents that all disputes between the consumer and Next Level shall be resolved in accordance with Massachusetts laws in Norfolk County, Massachusetts. Next Level reserves the right to modify this warranty statement at any time. Some states do not allow the exclusion or limitation of consequential or incidental damages, or implied warranties, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state