

PHOTOSOUND TECHNOLOGIES, Inc.
Houston, Texas
Product Warranty

WHAT IS COVERED: Defects in materials and workmanship of equipment and accessories purchased from PST or an authorized distributor.

WHAT IS NOT COVERED:

1. Damage caused by accident, misuse, abuse, improper installation or operation (after the initial installation and training by PST), rental or sale to a third party, product modification or neglect.
2. Damage caused by repair or service performed by persons not authorized by PST.
3. Products on which the serial number has been altered, defaced, or removed.
4. Products not purchased from PST or an authorized distributor.
5. Consumables - items that degrade or deteriorate or are consumed over time with normal use of the equipment.
6. Damage occurring during shipment unless shipping and the associated insurance is provided by PST.
 - If there is damage to the packaging of the equipment, this must be reported to PST within three days of the reported delivery for a determination of remediation. If appropriate, the customer may open the packing while directed remotely by PST personnel. If the packaging is opened *not* at the direction of PST, the warranty may not apply. This is especially the case if the equipment is assembled and energized by the customer without agreed-to assistance or instruction by PST.

WHO THE WARRANTY PROTECTS: This Warranty protects only the original purchaser of the product and is not transferable without the prior, written consent of PhotoSound Technologies, Inc.

HOW LONG THIS WARRANTY LASTS: The Basic Warranty is applicable from the time the equipment is accepted by the customer until ONE YEAR later. Extended warranties can be purchased in increments of one year. [If PST sells to an Authorized Distributor, that distributor is responsible for all warranty work at their expense. The distributor may ask for a PST warranty policy with pricing dependent upon the situation,

1. The basic warranty service plan is for ONE YEAR, at no extra charge. The warranty period starts at the formal, signed acceptance of the equipment, whether installed and tested as operational or not.
 - If the equipment is delivered but not installed, the warranty period will start upon the recorded delivery date of the final component of the equipment or system, to either the Customer or the Distributor.

- The Customer will be notified by email, with delivery acknowledgement, as to the start date based on whichever criteria applies.
- 2. An extended warranty service plan for an additional year can be purchased at the time of the sale for a set price of \$10% of the actual selling price of the equipment.
- 3. An extended warranty service plan of up to three years can be purchased at the time of the sale for an additional 8% per year of the actual selling price of the equipment.
- 4. An extended warranty service plan for each additional year after the one-year warranty but purchased after the equipment is accepted as defined above, will be 15% per year of the actual selling price of the equipment at the time of the original sale.

WHAT PST WILL DO: PhotoSound Technologies will repair or replace (at PST's discretion) products covered by Warranty at no charge for labor or materials. The warranty, whether original or extended, will include unlimited remote analysis of problems - perceived or actual. For the TriTom Imaging System, or where travel is required, it will also include all travel expenses up to \$2,000 within the continental United States. For travel beyond the continental United States, all travel expenses up to \$5,000 will be included. Expenses beyond these amounts will be charged to the customer at cost plus 15% for customary expenses. For all other equipment that does not require travel expenses, PhotoSound Technologies will pay for shipping and receiving of the PhotoSound product covered under warranty within the continental United States.

Unlimited software upgrades. In some case the equipment may need to be returned to PST for software upgrades.

Annual Service visit, with limitations for travel expenses as noted above.

If non-warranty service work is required, distance and travel expenses will apply at cost plus 15%. The labor will be billed at \$165, with a minimum of 8 hours charged for each day where an overnight stay is required.

HOW TO GET WARRANTY SERVICE: Call or email your PhotoSound representative by phone at 1-713-401-9407, or by email at www.service@PhotoSound.com. Be sure to include the name and contact information for the PhotoSound representative or service engineer to respond to you. It will also be helpful to have the Model and Serial Number of the equipment in question.

LIMITATION OF IMPLIED WARRANTIES: ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE INTENDED PURPOSE, ARE LIMITED IN DURATION TO THE LENGTH OF THE STANDARD WARRANTY.

EXCLUSIONS OF DAMAGES: PST'S LIABILITY FOR ANY DEFECTIVE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT, AT PST'S OPTION. IF WE ELECT TO REPLACE THE PRODUCT OR A COMPONENT, THE REPLACEMENT MAY BE A RECONDITIONED UNIT. PST SHALL NOT BE LIABLE FOR DAMAGES BASED ON INCONVENIENCE, LOSS OF USE, LOST PROFITS, LOST SAVINGS, DAMAGE TO ANY OTHER EQUIPMENT OR OTHER ITEMS AT THE SITE OF USE, OR ANY OTHER DAMAGES WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, EVEN IF PST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.