



LIMITED WARRANTY FOR NSO-INSTALLED ILLUMINATION

Subject to the terms, conditions and procedures set forth hereinafter, NO SHADOWS OPTICS, LLC (NSO) warrants to the purchasing customer (**Customer** or **You**) that the NSO-installed illumination included in your guitar purchase, including the parts and materials used and installed by NSO, in ordinary use and when used, operated, stored and maintained in accordance with any applicable NSO recommended procedures, will conform to its or their current, applicable specifications and will be free from defects in materials and workmanship for a period of **six (6) months** after the date of purchase by Customer (**Warranty Period**). Customer understands and agrees that NSO did not manufacture the guitar. Accordingly, **Customer hereby represents and warrants that it has had ample opportunity to inspect the guitar, or has chosen to accept the risks attendant upon not inspecting the guitar, and in either case has satisfied itself as to, and/or accepted, the condition of the guitar, whether new or used, as of the date and time of purchase. Customer hereby further acknowledges and agrees that such guitar, independent and apart from the NSO-installed illumination, is sold to Customer AS IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND OR NATURE from any party whatsoever, including NSO, the guitar manufacturer or others.**

NSO will repair and/or replace and reinstall parts and materials originally installed by it in the guitar that are reasonably determined by NSO to be defective and to have failed within the Warranty Period, provided NSO is notified in writing of such failure or defect not later than thirty (30) days after expiration of the Warranty Period. NSO-installed guitar illuminations returned for warranty service must be personally delivered or returned to NSO's designated warranty repair facility, adequately packaged for shipment, F.O.B. destination, freight prepaid and insured, not later than forty-five (45) days after expiration of the Warranty Period. Customer assumes all risk of loss or damage to the guitar in transit. Customer agrees to obtain and complete an NSO warranty return authorization (**WRA**) (or obtain a WRA number) in advance of any return for warranty service and may be required to provide NSO with Customer's guitar purchase receipt.

This Limited Warranty extends solely to Customer and all warranty claims must be made by Customer and not by Customer's successor(s) or others. NSO's liability is limited to the repair or replacement and reinstallation of defective parts and/or materials installed by NSO. Upon receipt of NSO's notice of completion of warranty repair services, Customer agrees to arrange for prompt pick-up or reshipment of the repaired guitar. Customer assumes all risk of loss or damage to the repaired guitar in transit, whether resulting from the use or re-use of Customer's packaging or otherwise. In the event of loss or damage in transit, NSO shall have no responsibility for dealing with the carrier or insurer regarding any claim. NSO agrees to reimburse Customer for its actual, reasonable freight costs incurred (excluding packaging and any costs associated with personal delivery) for NSO-installed illuminations repaired by NSO under this Limited Warranty, provided Customer makes timely written claim therefor and submits documentation of such costs reasonably satisfactory to NSO. NSO-installed illuminations returned to NSO for warranty repair that are reasonably determined by NSO to be free from defects in NSO workmanship and NSO supplied or installed parts or materials, or which are otherwise excluded from warranty coverage under the terms of this Limited Warranty, are subject to assessment of, and if assessed Customer agrees to pay prior to guitar release, a US\$90 (Ninety U.S. Dollars) Inspection, Test & Administration Fee. In such case, all freight and other shipping and transportation costs and expenses incurred by Customer (or by NSO) in connection with guitar delivery and return shall be borne solely by Customer.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, AND SETS FORTH NSO'S ENTIRE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY IN CONNECTION WITH SUCH WARRANTY OR ITS BREACH. ANY IMPLIED WARRANTIES FOR WHICH THIS DISCLAIMER IS INEFFECTIVE UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. Exercise of this Limited Warranty does not extend the Warranty Period.

Exclusions: This Limited Warranty does not apply to ordinary wear and tear, minor cosmetic issues or guitar appearance issues that rely for their resolution on substantially subjective assessments or individual taste. In addition, NSO shall have no obligation in connection with an NSO illumination in any guitar that has been (i) improperly stored, installed, operated, used or maintained, (ii) damaged, whether in transit or otherwise, or subjected to misuse, abuse, or excess duty cycle or electrical charge, or (iii) altered or modified in a way that NSO reasonably determines to have adversely affected performance or reliability of the NSO illumination.

CUSTOMER UNDERSTANDS AND AGREES THAT NSO'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE REPAIR AND/OR REPLACEMENT AND REINSTALLATION OF DEFECTIVE PARTS AND/OR MATERIALS ORIGINALLY INSTALLED BY NSO. NSO'S ENTIRE LIABILITY UNDER THIS LIMITED WARRANTY SHALL IN NO EVENT EXCEED THE ACTUAL PRICE PAID BY CUSTOMER FOR THE GUITAR IN WHICH THE NSO ILLUMINATION IS INSTALLED. NSO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, COLLATERAL, EXEMPLARY OR OTHER DAMAGES, ARISING OUT OF OR CONNECTED IN ANY WAY WITH BREACH OF WARRANTY OR OTHERWISE, INCLUDING ANY LOSS OF USE OR REVENUES OR PROFITS, HOWSOEVER ARISING AND REGARDLESS OF THE FORM OF ACTION (INCLUDING NEGLIGENCE), WHETHER OR NOT NSO WAS ADVISED OF THE POSSIBILITY THEREOF. SHOULD NSO BE UNABLE FOR ANY REASON TO PROVIDE THE WARRANTY REMEDIES PROVIDED HEREIN, OR SHOULD NSO DETERMINE THAT THE PROVISION THEREOF IS IMPRACTICAL OR COMMERCIALY UNREASONABLE, THEN NSO SHALL HAVE THE RIGHT, IN LIEU OF SUCH REPAIR OR REPLACEMENT AND REINSTALLATION PARTS AND/OR MATERIALS, TO REFUND TO CUSTOMER THE AMOUNT ACTUALLY PAID BY IT FOR THE GUITAR IN THE PURCHASE TRANSACTION GIVING RISE TO NSO'S OBLIGATIONS UNDER THIS LIMITED WARRANTY. IN SUCH CASE, SUCH REFUND SHALL CONSTITUTE FULL DISCHARGE AND SATISFACTION OF NSO'S OBLIGATIONS UNDER THIS LIMITED WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages in consumer sales or limitations on how long an implied warranty lasts. If you are a consumer Customer (rather than a merchant or similarly situated Customer, as defined by applicable law), the above exclusions or limitations may not apply to you or may apply to you in limited extent. **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.**

How To Exercise This Limited Warranty

To obtain service under this Limited Warranty in the United States, visit us online or contact NSO at:

NO SHADOWS OPTICS, LLC

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