

SONY ELECTRONICS INC.
Broadcast and Business Solutions Company
Repair Parts
TERMS AND CONDITIONS

1. NOTIFICATION OF CLAIMS: WARRANTY SERVICE: If Purchaser discovers that any replacement part purchased through the Professional Services Parts Operations (“Parts”) has proven defective in material or workmanship, then written notice with an explanation of the claim shall be given promptly by Purchaser to Sony but all claims for warranty service must be made within the warranty period. Sony will charge the Purchaser for replacement parts and will credit the Purchaser if Sony determines that the parts are covered by the warranty after the defective unit has been returned. If after investigation Sony determines that the reported problem was not covered by the warranty, we reserve the right to charge the Purchaser for the cost of investigating the problem at its then prevailing time-and-materials rate. No replacement by Purchaser of any part thereof shall extend the warranty period as to the entire Product for which the Part is used. The specific warranty on the replacement part only shall be in effect for a period of ninety (90) days following its shipment, except where indicated above.

2. EXCLUSIVE REMEDY: ACCEPTANCE: Purchaser’s exclusive remedy and Sony’s sole obligation is to supply a new or rebuilt replacement part, or issue a credit towards the purchase thereof, for any defective part covered by this warranty, failing which Sony shall refund to Purchaser the purchase price for such part. Purchaser’s failure to make a claim as provided in paragraph 1 above or continued use of the Part shall constitute an unqualified acceptance of such Part and a waiver by Purchaser of claims thereto.

3. EXCEPTIONS TO LIMITED WARRANTY: Sony shall have no liability or obligation to Purchaser with respect to any Part requiring service during the warranty period which is subjected to the following: abuse; improper use: negligence, accident, modification, failure of the end-user to follow the operating procedures outlined in the user’s manual: failure of the end-user to follow the maintenance procedures in the service manual for the product in which the Part is used where a schedule is specified for regular replacement or maintenance or cleaning of certain parts (based on usage) and the end-user has failed to follow such schedule; attempted repair by non-qualified personnel; operation of unit outside of the published environment and electrical parameters, or if such Parts original identification (e.g., trademark, serial number) markings have been defaced, altered or removed. Sony excludes from warranty coverage Parts sold AS IS and /or WITH ALL FAULTS and excludes used Parts which have not been sold by Sony to the Purchaser. Sony also excludes from warranty coverage Parts located outside of the United States and Puerto Rico, and consumable items such as fuses and batteries.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE FOREGOING WARRANTIES, SONY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE. SONY HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTY THAT THE PART IS COMPATIBLE WITH ANY COMBINATION OF NON-SONY PRODUCTS TO WHICH THE PURCHASER MAY CONNECT THE PART.

LIMITATION OF LIABILITY

THE LIABILITY OF SONY, IF ANY, AND PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PART WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL SONY BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT

NOT LIMITED TO COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

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