

NEXO PRODUCT WARRANTY



January 2019

I. What NEXO warranty covers

NEXO (the “Warrantor”) warrants for new NEXO products (manufactured by “NEXO - Zone d’activité du Pré de la Dame Jeanne - 60128 Plailly, France, www.nexo-sa.com) a warranty on goods covering defects in material or workmanship. This warranty shall only apply to new NEXO products that are purchased directly from NEXO or an official and authenticated NEXO distributor, NEXO sales partner or NEXO service partner.

The warranty covers the remedy of defects found in material or workmanship at no charge within the warranty term. The standard warranty term is five (5) years for all NEXO loudspeakers, NEXO amplifiers, NEXO audio signal processors, and NEXO accessories. Spare parts are covered for two (2) years.

The warranty term starts on the day the product is delivered to the original purchaser or a designated recipient. The warranty includes product variants and options from standard serial products custom designed for special environments or application purposes, manufactured by the Warrantor.

This warranty does not replace the statutory warranty claims of the customer or other applicable mandatory rights under French law, which shall remain unaffected. This warranty does also not alter any agreements the customer may have with his direct seller.

The Warrantor reserves the right at his option to repair or replace parts of the product or replace the product in its entirety. The repaired product or replacement product is warranted for a period equal to the remaining warranty term of the original product. Replacement products may be new or refurbished.

Further rights (based on this product warranty) will not be granted. In particular, under this warranty, the Warrantor shall not be responsible for loss of revenue or profits resulting from the use or the malfunction of the product.

For all electronics, the loss of data and setup information is not part of the warranty. The Warrantor is also not liable for any loss of data or setting information that may occur during the repair or replacement process (Presets, IP settings...).

Replaced parts shall without exception become the property of the Warrantor. The customer warrants that no rights of third parties are infringed by such transfer of property.

To exercise the rights under this warranty, the customer needs to contact an official NEXO Distributor or NEXO service partner. A list of all NEXO distributors and NEXO service partners can be found on www.nexo-sa.com. If it is not possible to identify a distributor or service partner, please contact the

Warrantor at: aftersales@nexo.fr

Warranty claims shall be without exception asserted only, within the warranty term, by presenting the original purchase receipt or delivery note and the serial number of the product.

Return product, with proof of purchase or delivery, using the following procedure:

1. Contact an official NEXO distributor or NEXO service partner for specific return and shipping instructions.
2. Label and ship the product as instructed to the address provided by the official NEXO distributor or NEXO service partner.
3. Place any necessary return authorization number prominently on the outside.

If during an inspection of the product the official NEXO distributor, NEXO service partner or Warrantor finds that the defect is not covered by the warranty or that the term of the warranty has expired, the customer is liable for the costs of inspection and return delivery.

This shall not apply, if the customer is able to prove that he could not know with the care to be expected in the circumstances that the warranty was not applicable.

In the event that the warranty is not applicable pursuant to foregoing sentence 1 of this clause, the official NEXO service partner, NEXO service hub or Warrantor will inform the customer and offer a fee-based repair.

Warranty is only transferable with the original proof of purchase or delivery note from the Warrantor, an authenticated NEXO distributor or authenticated NEXO sales partner.

Warrantor pays all labour and material expenses for all repairs covered by this warranty.

Shipping costs from the customer to the official NEXO distributor, NEXO service partner or Warrantor will not be covered.

II. What voids the NEXO warranty

The warranty is void if

- The official NEXO distributor, NEXO service partner or Warrantor determines that the product has been damaged by improper or faulty storage, handling, installation, transport, or service, failure to comply with the operating manual instructions, application errors, misuse, no periodic maintenance, unreasonable repair or modification of products, extraneous cause such as fire accident, disaster, corrosive atmosphere, abnormal voltage, improper AC supplies, other equipment or device improperly connected to products, pollution, damage, etc., or as the result of a repair or modification not carried out by an official NEXO distributor, NEXO service partner or the Warrantor, or natural wear and tear. The NEXO warranty does not cover burnt/overheated voice coils.
- The serial number of the device has been removed, defaced, or in any other way rendered illegible.
- Non-original parts have been installed in the device.
- The product was not purchased as a factory-new good from an authorized NEXO distributor, NEXO sales partner or NEXO service partner.

- The product is shipped to an official NEXO distributor, NEXO service partner or the Warrantor without any “Return Merchandise Authorization”.

III. Spare part service

The Warrantor reserves the right to replace a part or product with part or product types of equal or better quality, if the original spare part or product is no longer available. Every spare part has a self-contained warranty term of 2 years.

IV. Final provisions

This warranty is subject to the laws of France, with the exclusion of the UN Convention on the International Sale of Goods (CISG). To the extent permitted by law, it is deemed agreed that the courts of Paris, France, shall have jurisdiction over all disputes arising out of and in connection with this warranty.

NEXO Product Warranty granted by : NEXO - Zone d'activité du pré de la Dame Jeanne - 60128 Plailly, France.

aftersales@nexo.fr