



**For information about products or support services:**

**Call:** North America + 1 217-222-8200

**Website:** <http://www.gatesair.com>

**To register products or update company information visit:**

[www.ecustomer.gatesair.com](http://www.ecustomer.gatesair.com)

**PROFESSIONAL SERVICES COMMITMENT**

We are serious about our professional services business. We strive to provide the highest level of support in the industry and offer a complete set of integrated support solutions designed to help our customers across every phase of their business. GATESAIR works with you to provide the type of coverage you need. We are committed to service excellence.

**Standard Warranty Services**

- Technical support 9 hours a day, 5 days a week
- After-hours emergency "Down or Off-air" phone support
- 5-day advance exchange of parts
- Software updates and bug fixes

- Access to technical knowledge bank

**Optional Gold ServicePAK**

- Technical phone support 24 hours a day, 7 days a week
- Next-day advance exchange of parts

**GATESAIR  
STANDARD WARRANTY POLICY STATEMENT**

Effective May 22, 2014

**STANDARD EQUIPMENT WARRANTY**

Unless otherwise provided in writing by GATESAIR, Inc. or a legally affiliated entity ("GATESAIR"), GATESAIR warrants that all GATESAIR-manufactured equipment will substantially conform to the GATESAIR specifications for such Equipment and be free of any defect in materials or workmanship (the "Standard Equipment Warranty") for the period of time specified in the table below (the "Equipment Warranty Period"); such period is measured from the date of shipment from a GATESAIR facility. This warranty is extended to customers and applies to all GATESAIR-manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed.

<b>Product Family</b>	<b>Standard Equipment Warranty Period</b>
Over the Air Transmitters: AM, FM, DAB and Television, Exciters, Networked Digital Audio Consoles, Network Audio Management Routing, Studio-Transmitter Links	15 months from shipment
Additional Products and Accessories: (Furniture, Racks, AtoD Converters, ATU, Phasors & RF Systems, AM/FM Flyaway Systems, Distribution System, HDI200 Data Importer, Talent Control Systems, World Feed panel	15 months from shipment
Customer Specials: Products specifically modified to meet a customer's custom configuration or specification	15 months from shipment
B-Stock Equipment	90 days from shipment
Equipment Sold as Resale	As provided by Manufacturer
Replacement Parts – within Equipment Warranty Period	Longer of (i) applicable product warranty or (ii) 90 days from shipment
Replacement Parts – Post Equipment Warranty Period	90 days from shipment
Used Equipment	"AS IS" AND WITHOUT WARRANTY

**WARRANTY CLAIMS AND PROCEDURES**

1. Upon breach of the Standard Equipment Warranty and GATESAIR's receipt of notice of such breach, the customer's sole and exclusive remedy will be, at GATESAIR's sole discretion and option, repair or replacement of the defective equipment or component with functionally equivalent equipment or components. Components that the customer claims to be defective shall be available to GATESAIR for inspection and testing. Unless otherwise agreed in writing, the customer shall be solely responsible for customs clearance for all repaired or replacement equipment and components under the Standard Equipment Warranty. To be entitled to rights under the Standard Equipment Warranty, the customer shall open a service request by contacting the relevant GATESAIR help desk by phone or web interface within thirty (30) days after discovering a suspected defect in any equipment or component, but in any event prior to the expiration of the applicable Equipment Warranty Period, and shall request a return authorization from GATESAIR. Notice to a GATESAIR dealer, systems integrator, sales representative or other third party is not notice to GATESAIR. Following its receipt of any such customer notice, GATESAIR will determine whether the reported problem is covered by the Standard Equipment Warranty. If GATESAIR determines that the problem is covered by the Standard Equipment Warranty, GATESAIR will authorize repair or replacement of the defective equipment or component by issuing a return authorization. For clarification purposes, any technical support provided by GATESAIR will be for the sole purpose of fulfilling GATESAIR's warranty obligations. If GATESAIR determines that the customer is using technical support as a substitute for training of the customer's personnel, then such technical support will be subject to additional charges at GATESAIR's then prevailing unit rate for such services.
2. Before shipping any equipment or component to GATESAIR, the customer must obtain a written return authorization from GATESAIR and provide any proof of warranty eligibility requested by GATESAIR. Any equipment or component received by GATESAIR without a return authorization may, at GATESAIR's option, be returned to the customer collect. Once a return authorization is obtained, the customer is responsible for packing and shipping the equipment or component to which its warranty claim relates to a service facility designated by GATESAIR within thirty (30) days after receipt of the return authorization. GATESAIR will pay for return of the repaired or replacement equipment or component to the customer if the repaired or replacement product is shipped to a designated GATESAIR service facility. In the event that the foregoing procedure is not followed by the customer, the customer shall pay for return shipping of the defective equipment or component to GATESAIR and GATESAIR shall only pay delivery charges of the replacement equipment or component to the customer. GATESAIR will use commercially reasonable efforts to supply equipment or components from the geographical region of the customer's site, so as to minimize freight and duty. GATESAIR bears the risk of loss or damage while the equipment or component is in transit to the customer from the GATESAIR service center, and the customer bears the risk of loss or damage while the equipment (or part thereof) is in transit back to the GATESAIR service center.
3. Upon receipt of replacement equipment or component, the customer has thirty (30) days to tender the defective equipment or component to the return carrier for shipment to the service center designated by GATESAIR. If the customer does not timely return the defective equipment or component, the customer shall pay to GATESAIR the list price of such equipment or component, plus applicable shipping. Such failure to return the equipment or component may, in GATESAIR's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment or component has been returned. Under the Standard Equipment Warranty GATESAIR will provide the customer with new, rebuilt, refurbished or alternate equipment or component of equal or improved quality, as exchange equipment or component to replace eligible defective equipment or component. Any alternate equipment or component will meet or exceed the specifications of the replaced equipment or component. Rebuilt or refurbished equipment or components may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by GATESAIR in writing, repaired or replaced equipment or components are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment or components replaced by GATESAIR become the property of GATESAIR. GATESAIR has no obligation to (i) service, exchange or otherwise replace any equipment or component that has been damaged, modified, abused, misused or over-used as determined by GATESAIR or has been used with non-GATESAIR supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment or component with cosmetic

blemishes; (iii) service, exchange or otherwise replace any equipment or component if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment or component; (iv) service, exchange or otherwise replace any equipment or component that is within sixty (60) days of the end of its production life; or (v) provide any application software support or service involving application hardware or replace any accessories. If GATESAIR elects to perform any such services at the customer's request, then such services will be deemed a service call and all labor, parts and materials used for the service call will be charged at GATESAIR's then-prevailing rates.

#### **EQUIPMENT WARRANTY EXCLUSIONS**

To the full extent permitted by law, GATESAIR does not warrant or guarantee, and is not responsible for:

1. Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, failures in third-party communication networks, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of GATESAIR's control, or (B) the customer's abuse, mishandling, misuse, computer viruses, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment or component in any way. The customer shall provide qualified technical personnel to maintain and repair the equipment and components.
2. Equipment built to the customer's specifications that is later found not to meet the customer's needs or expectations.
3. The performance of the equipment or components when used in combination with equipment not purchased from GATESAIR, or specified or approved by GATESAIR in writing.
4. Signal coverage delivered by antenna equipment whether or not supplied by GATESAIR.

#### **ADDITIONAL WARRANTY NOTES**

1. OEM or third party equipment that is incorporated into GATESAIR equipment is covered for the same period as such GATESAIR equipment's Standard Equipment Warranty unless the OEM or third party equipment carries its own limited warranty.
2. **Items Sold As Resale.** Items sold as resale are such items that are not manufactured by GATESAIR but may be utilized in conjunction with, independently of or incorporated into, GATESAIR manufactured equipment (such as tubes, printers and antenna transmission lines) and are covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items. IF AN ORDER COVERS EQUIPMENT NOT OWNED BY GATESAIR, IT IS SOLD SUBJECT TO GATESAIR'S ACQUISITION OF SUCH EQUIPMENT.
3. **B-Stock Equipment.** B-Stock equipment is defined as equipment repurchased or repurposed by GATESAIR that is reconditioned or refurbished for sale to a second generation owner by GATESAIR, and is covered for a period of ninety (90) days from the date such equipment is shipped.
4. **Used Equipment.** IF THE EQUIPMENT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, IT IS SOLD "AS IS" AND WITH NO WARRANTY.

#### **SERVICES WARRANTY**

GATESAIR warrants that the services will be performed in a professional manner (the "Services Warranty"). Notice of a breach of the Services Warranty shall (i) specify in reasonable detail, the nature of the claim, and (ii) be received by GATESAIR within ninety (90) days from the last day of performance of the services. Upon breach of the Services Warranty and GATESAIR's notice of such breach, the customer's sole and exclusive remedy will be for GATESAIR to reperform the applicable services at GATESAIR's expense.

#### **SOFTWARE WARRANTY**

1. **Software.** Unless otherwise provided by GATESAIR in writing, GATESAIR warrants that the GATESAIR-manufactured software (the "Software") will operate substantially in compliance with GATESAIR's specifications for the Software (the "Standard Software Warranty") for a period of ninety (90) days from the date such Software is shipped or otherwise made available by GATESAIR (the "Software Warranty Period"). Upon breach of the Standard Software Warranty and GATESAIR's receipt of notice of such breach, the customer's sole and exclusive remedy will be, at GATESAIR's sole discretion and option, repair or replacement of the defective Software with functionally equivalent Software. GATESAIR does not warrant that the Software is error free or that the customer will be able to operate the Software without problems or interruptions. Corrections to the Software beyond the Software Warranty Period will only be made by GATESAIR pursuant to a ServicePAK agreement.
2. **Physical Media.** During the Software Warranty Period, GATESAIR warrants all physical media for the Software to be free of defects in material or workmanship. The customer's sole and exclusive remedy under this limited warranty will be, at GATESAIR's option, repair or replacement of the physical media for the Software.
3. **Software Warranty Exclusions.** The Standard Software Warranty does not apply to any Software that (A) has been altered or modified, except by GATESAIR; (B) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by GATESAIR; (C) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (D) is used in ultra-hazardous activities.

#### **DISCLAIMER OF WARRANTY**

**EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD WARRANTY POLICY STATEMENT, GATESAIR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **LIMITATION ON LIABILITY**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL GATESAIR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, REPERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF GATESAIR'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO THE CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE GATESAIR EQUIPMENT OR SOFTWARE LICENSES SOLD TO THE CUSTOMER AND WARRANTED HEREUNDER, GATESAIR'S PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS STANDARD WARRANTY POLICY STATEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY GATESAIR FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE.**

#### **GOVERNING LAW AND JURISDICTION**

**Applicable Law, Venue and Jurisdiction.** This Standard Warranty Policy Statement, and any disputes related hereto, shall be governed by and interpreted in accordance with the laws of the state of Ohio, USA, regardless of any law principles requiring the application of any other law. The parties agree that the exclusive venue for any action related to the dispute or interpretation of this Standard Warranty Policy Statement shall be in the courts with the appropriate jurisdiction located in Mason, Ohio, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of this Standard Warranty Policy Statement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

**Jury Waiver.** THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THIS STANDARD WARRANTY POLICY STATEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS.