



LIMITED WARRANTY

Audio Enhancement, Inc., ("Provider") is pleased to offer a standard Five (5) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on the IR and XD teacher and student microphone, IR-Satellite (TLD100) Dome Sensor/Receiver, the external infrared sensors, XD receiver (K-SRC14), CA-30, CA-50, CA-50A, CA-60, GL-300, Hydra II, Ultimate (II, IISE, III), Achiever, Elite, MS-450, MS-250, and Ceiling and Wall speakers ("Provider Products"). Optional accessories are warranted under the same terms for a period of 1 year (see 1 year warranty). The 'AA' NiMH and lithium ion batteries supplied by Audio Enhancement, Inc., carry a 90-day warranty from date of purchase.

The Limited Warranty applies only if: (1) the Provider Products are installed according to Provider's instruction provided to Customer and (2) the Provider Products are not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of Provider, or damage done to Provider's Products by anyone other than Provider.

The following is not included under this Limited Warranty: (1) Misuse or abuse by the Customer; (2) normal wear and tear; and (3) physical damage to Provider's Products as a result of unreasonable use and/or negligence.

This Limited Warranty is provided by Provider, and it contains the only express warranty provided to Customer by Provider. Provider does not authorize any other person, including distributors, to give any other warranties on Provider's behalf. The repair or replacement as provided under the express limited warranty is the sole and exclusive remedy of the Customer and Provider's sole and exclusive liability hereunder.

Provider disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. In no event shall Provider be liable, whether in contract, tort (including negligence) or otherwise, for damages in excess of the purchase price of the product giving rise to the damages, or for any direct, indirect, incidental, special, punitive, exemplary, or consequential damages of any kind. Provider further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary, or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of provider's products.

Provider shall bear no responsibility or obligation with respect to the manner of use of any equipment sold by Provider.

Provider specifically disclaims and negates any warranty of fitness for a particular purpose of such equipment including, without limitation, any warranty that the use of such equipment for any purpose will comply with applicable laws and regulations or overcome any specific hearing/auditory processing deficit. When returning units for service, use adequate packaging to prevent shipping damage. Shipping damage is not covered under warranty.