

Brent Jessee Recording & Supply, Inc.
1590 West Algonquin Road #111 Hoffman Estates, IL 60192
847-496-4546

www.audiotubes.com

TWO YEAR EXTENDED WARRANTY SERVICE AGREEMENT

CONGRATULATIONS: Thank You for Your recent purchase of a Brent Jessee Recording & Supply, Inc. Vacuum Tube Extended Warranty Agreement (the "Service Agreement"). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement in a safe place along with the sales receipt/invoice that You received when You purchased this Agreement as You will need this to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by the Service Agreement. From the day You purchased this Service Agreement, Brent Jessee Recording & Supply, Inc., the Administrator, will assist You in understanding Your Service Agreement benefits.

A copy of Your proof of Product purchase may be required at the time of service.

DEFINITIONS: Throughout this Service Agreement, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, Brent Jessee Recording & Supply, Inc., 1590 W. Algonquin Rd. #111, Hoffman Estates, IL 60192. The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Agreement. "**Product**" means the item(s) which You purchased with and is covered by this Service Agreement. "**Failure**" means the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product. "**Deductible**" means the amount You are required to pay for covered repairs and replacements. This Service Agreement is administered by Brent Jessee Recording & Supply, Inc., 1590 W. Algonquin Rd. #111, Hoffman Estates, IL 60192. Please contact the Administrator if You have any questions about this Service Agreement.

PRODUCT ELIGIBILITY: This Service Agreement covers vacuum tubes ("Products") purchased as new, new old stock (NOS) or factory-refurbished and manufactured for use in or outside of the United States, which at the time of purchase included a manufacturer's original, Our 30 day standard warranty, or factory-refurbished warranty valid in the United States, and all other countries of the world, and providing minimum coverage of thirty (30) days parts and labor. Coverage only applies to Products used non-commercially, unless a Commercial Service Agreement has also been purchased. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage. Products sold as "used" are NOT covered by this Extended Warranty.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty, guarantee and/or Service Agreement. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "**WHAT IS NOT COVERED**" below.

1. Replacement Plan: Under the Extended Warranty Replacement Plan, in the event of a covered claim, We will replace the Product with a new, new old stock (NOS), rebuilt or refurbished Product of equal or similar features, and functionality, not necessarily the same brand, or, at Our sole discretion, refund your purchase price of the Product, excluding any taxes and shipping charges. Replacement or refund of Your Product will fulfill this Service Agreement in its entirety and will discharge all further obligations under this Service Agreement, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new Service Agreement if the replacement Product is eligible for coverage. The Replacement Plan is limited to one replacement for products purchased for less than \$999.00, excluding tax, and does not cover trip, labor or shipping charges. **Note:** Coverage will begin on the Date of Purchase, as shown on the front of this package.

Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered. The Administrator alone will determine if the product is eligible for coverage under this plan when the claim is filed, and the product has been returned with the claim.

2. Commercial Coverage: Commercial Coverage is required for any Product(s) that is: (1) equipment that has been specifically manufactured for commercial use; or (2) used in a commercial setting/environment (i.e., for use other than

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in a residential single-family setting). Commercial Coverage must be purchased on the same sales receipt/invoice as the covered Product and comprehensive Repair Plan

Availability and fluctuating market prices may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference. If Your Product is not repairable and a replacement Product is not available, or under the Replacement Plan, a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, and this Service Agreement will be fulfilled and all obligations satisfied. In no event shall Administrator or We be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement Product. Shipping charges are not refundable under this Service Agreement. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

THE FOLLOWING PROVISIONS AS SET FORTH UNDER "SECTION C: GENERAL INFORMATION" SHALL APPLY TO ALL SERVICE AGREEMENTS:

SECTION C: GENERAL INFORMATION:

DEDUCTIBLE: There is no Deductible required to obtain service on Your Product. Shipping charges or delivery charges to return Your Product to Us are your responsibility and are not reimbursed.

PLACE OF SERVICE:

Depot Service, You will be responsible for shipping and insurance of the Product to the designated depot center. We will pay for return shipping of the Product to Your residence. If Your Product qualifies for **Carry-In Service,** You are responsible for transporting Your Product to and from the designated service center. If We require You to ship Your Product, any shipping charges will be Your responsibility

LIMIT OF LIABILITY: The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Agreement. **IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT.**

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, INJURY, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.

Date of Purchase (DOP) Plans: This Plan begins on the date of Product purchase and is based upon the term of coverage, Product description and retail price limitations shown on the front of this package and continues for the period of time defined on Your sales receipt. This Service Agreement is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty, this Service Agreement continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Agreement, and will furnish replacement parts and/or labor necessary to restore Your covered Product to standard manufacturer's operating condition.

IF YOUR PRODUCT NEEDS SERVICE: If You need to file a claim under this Service Agreement, You must contact the Administrator at 1-847-496-4546 (available 24 hours a day), OR, email Us at brentjes@audiotubes.com OR, if You are outside of the USA, email Us at brentjes@audiotubes.com prior to obtaining Service for Your Product.. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the

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Administrator. THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS, MODIFICATIONS, OR ALTERATIONS TO ANY VACUUM TUBE COVERED BY THIS AGREEMENT. When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED MERCHANDISE PRIOR TO CONTRACT ISSUANCE); (B) IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED EQUIPMENT; (C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, INSTALLATION IN EQUIPMENT IN NEED OF REPAIR CAUSING DAMAGE TO THE PRODUCT, UPGRADES, ATTACHMENTS OR PERIPHERALS; (D) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, OR ARE USED FOR COMMERCIAL, INDUSTRIAL, EDUCATIONAL OR PUBLIC USE PURPOSES OR OFFERED ON A RENTAL BASIS, OR COIN-OPERATED PRODUCTS; (E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.; (F) DAMAGE FROM FREEZING OR OVERHEATING; (G) INADEQUATE PLUMBING, ELECTRICAL OR GAS SERVICE; (H) INTERRUPTION OF GAS OR ELECTRICAL SERVICE; (I) NEGLIGENCE, NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT; (J) DAMAGE OR OTHER EQUIPMENT FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, ETC.; (K) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS; (L) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, LIQUID SPILLAGE OF ANY KIND BY ANY OWNER, EMPLOYEE, THIRD PARTY, REPAIR PERSONNEL, ETC., UNLESS COVERED UNDER A SERVICE AGREEMENT WHICH SPECIFICALLY INCLUDES ANY OF THE DEFINED CAUSES; (M) ACCIDENTAL DAMAGE, INCLUDING PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE CAUSE BY DROPPING. (N) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART; (R) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS; (O) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (P) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER, INCLUDING, BUT NOT LIMITED TO, IMPROPER AMPLIFIER BIAS ADJUSTMENT, INSTALLATION OF PRODUCT IN AN INCORRECT SOCKET, OPERATION AT ELEVATED FILAMENT VOLTAGES, ETC. (Q) LOSS OF POWER, IMPROPER USE OF ELECTRICAL/POWER, POWER "BROWN-OUT", POWER OVERLOAD OR POWER SURGE UNLESS COVERED AS FURTHER DEFINED IN THE SPECIAL FEATURES SECTION OF THIS DOCUMENT; (R) UNAUTHORIZED MODIFICATIONS AND ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIR MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN; (S) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT;

CANCELLATION: You may cancel this Service Agreement by informing the selling dealer/retailer of Your cancellation request within thirty (30) days of the purchase of the Service Agreement and You will receive a one-hundred percent (100%) refund of

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the full purchase price of Your Service Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed ten percent (10%) of the Service Agreement purchase price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law. If We cancel this Service Agreement, We must provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro rata purchase price of this Service Agreement.

TRANSFERS: If You transfer ownership of Your Product, *The Replacement Plan or Commercial Coverage is not transferable. This Extended Warranty Agreement purchased by You, ends when You resell the covered Product. In no event will coverage be granted to anyone other than You, the original purchaser of the Product and this Extended Warranty Agreement.*

This Service Agreement, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

STATE DISCLOSURES Regulation of Service Agreements may vary widely from state to state. Any provision within this Service Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Service Agreements Purchased in Illinois, USA : Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Agreement. The Service Agreement Holder may cancel the Service Agreement at any time. If the Service Agreement Holder elects cancellation, We may retain a cancellation fee not to exceed the lesser of 10% of the Service Agreement price or \$50.00. The Service Agreement may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the Service Agreement purchase price, less the cancellation fee, will be paid to the Service Agreement Holder. The Service Agreement may be cancelled at any other time and a pro-rata refund of the Service Agreement purchase price for the unexpired term of the Service Agreement, as measured by the number of days still remaining on the Service Agreement, less the value of any service received and any cancellation fee stated in the Service Agreement will be paid to the Service Agreement Holder.

These terms & conditions are available on Our website at www.audiotubes.com/extwarr.htm or call (847)496-4546, or email brentjes@audiotubes.com to have a copy mailed or emailed to You.