

# PASCAL

## OEM Warranty Policy

2022-12-13

*Pascal products are designed not only for optimal audio quality and user experience, but also last and endure. Wherever a Pascal product is installed, our services shall allow our Customer a quick resolution on any issues. We promise to keep the music alive and playing, for all our listeners*

### **What is OEM?**

OEM customers integrate a Pascal product as a component in a higher-level product assembly, which is then placed on the market and offered to an end user (i.e., Customers of back panel solutions, PCBAs and similar products).

### **Who is covered?**

Pascal A/S offers a limited product warranty to direct customers of Pascal A/S. The warranty extends only to the original customer and is not assignable or transferable.

### **How long does the warranty last?**

The warranty period begins at the original purchase date from Pascal A/S.

Pascal A/S offers a 1 (one) year limited warranty from the date of purchase on all OEM products.

X/M Pro Series has an additional year, for a total of 2 (two) years warranty.

IP/CV Series has an additional year, for a total of 2 (two) years warranty.

### **Who can claim a warranty?**

All interactions, communication and claims on warranty shall only be between Pascal A/S and our direct customer.

The end-customer, the user, shall make claims to the manufacturer of the end-product, which in turn shall make a claim to Pascal A/S.

### **What is covered?**

Within the warranty, the products shall be free from defects in materials or workmanship, subject to the terms and conditions set in this policy.

### **How is it covered?**

At Pascal A/S own discretion, we will repair, replace, or refund the purchase price to our direct customer. Replacement products may be new or reconditioned.

For defects that relate to embedded firmware, Pascal A/S will cover products that exhibit the actual problem. At Pascal A/S discretion, we can additionally offer to ship handheld programmers or similar solutions that allow customers or service personnel to perform field updates of related products.

### **How to make a claim?**

As a condition to making a warranty claim, Pascal A/S requires the customer to follow our general RMA (Return Material Authorization) procedure. Only the direct customers of Pascal A/S can make claims and return products.

# PASCAL

## **What are the return terms?**

The customer shall ensure that return products are delivered to Pascal A/S, or a service partner designated by Pascal A/S. All expenses related to the return of product to Pascal are held by the customer, this includes duties, customs, and insurance charges. Pascal A/S is not responsible for any damage to the product during transit.

Products must be **returned within a (1) month** after the claim is approved – Otherwise warranty is void.

If applicable, Pascal A/S will hold all costs and responsibilities for returning repaired or replaced products to the direct customer.

Upon receipt, all products and related material returned to Pascal A/S will become the property of Pascal A/S.

## **How long is the warranty processing time?**

Pascal A/S will start the warranty determination process upon receipt of products.

For correctly followed RMA procedure, warranty will be processed immediately, within five (5) days. At Pascal A/S discretion, advanced root cause analysis might be required, in which case warranty claim will be determined within five (5) weeks.

## **What are the limitations?**

Cords, consumables parts (i.e., Batteries), displays, electrolytic capacitors, electro-mechanical fans and normal wear and tear of items such as paint, knobs, handles, touchscreens are not covered by this warranty.

All software and firmware distributed by Pascal A/S is provided as-is and without any warranty.

## **What will void warranty?**

The warranty is void for below or similar scenarios:

Serial numbers removed or defaced. Product has been modified, altered, or otherwise subjected to abuse or misuse outside reasonable user scenarios, at the discretion of Pascal A/S. Products damaged by drop or heavy external impact. Products repaired by any person or procedure not authorized by Pascal A/S. Damage or product degradation caused by improper maintenance. Operation outside the normal environmental specifications for the product. Product installation or use not conforming Pascal A/S recommendations in product documentation or through direct communication channels.

The warranty does not cover damage caused by accidents, overvoltage, power surges, flooding, fires, earthquakes, or other external causes.

## **Additional damages and extended liability**

Pascal A/S shall not be liable for any indirect, incidental, or consequential damages that might arise. This includes lost profits, damage to external or connected equipment or loss of use arising out of any purchase, sale or use of the products. Prior advice to Pascal A/S cannot make this clause exempt.

## **Other limitations**

Except as expressly set forth in this agreement, products and services are provided "as is" without warranty of any kind and Pascal A/S disclaims all warranties, expressed or implied, with respect to all products and services, including any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement, and any warranties that may arise from usage of trade or course of dealing. Pascal A/S does not warrant, guarantee, or make any representations regarding the use of or the results of the use of the products or services in terms of correctness,

# PASCAL

accuracy, reliability, or otherwise. Pascal A/S does not warrant that the operation of the products will be uninterrupted or error free.

All disputes to warranty claims shall follow the terms herein and adhere to current laws and regulations on business-to-business trade relations.

## **Additional limitations**

In addition to the general terms described in this document, certain additional requirements apply. Failing to adhere to the below will forfeit the warranty.

- Handling, testing, integration, and assembly of Pascal parts shall adhere to all relevant IPC standards and similar industry best practices for electronics.
- All integration and assembly shall follow the guidelines specified in Pascal application manuals as published on Pascal extranet (periodically updated).
- Handling of electronics shall be done by qualified personnel in ESD safe environment.
- Treatment of wood, metals, plastics and similar shall be performed separate from electronics assembly.
- Pascal products shall remain unmodified (includes but not limited to; Soldering, screws, component replacements, glue, and lacquering).
- Firmware updates must be approved by Pascal and follow Pascal Guidelines to be accepted.

## **Continuous Improvements**

Pascal A/S continuously updates and improves products in the OEM portfolio, failure to accept a Product Change Request will forfeit the warranty.

Pascal Warranty Policy approved by:

Gustaf Høskuldsson  
Director, Global Quality  
Pascal A/S

2022-12-13  
Herlev, Denmark