



SoundMax™

INTERACTIVE AUDIO GAME TOWER WARRANTY

WARRANTY START DATE:

WARRANTY END DATE:

Project Name:

Project Location:

Owner:

Address:

City:

State:

Zip:

SYSTEM:

SoundMax™

PLAYMAX SURFACING, INC. warrants that the SoundMax™ Interactive Audio Game Tower installed at the project location listed above shall be free from defects in materials and workmanship and be electrically operational for a period of **30 days** from the above installation date.

THE WARRANTY CONTAINED HEREIN IS EXPRESSLY IN LIEU OF (AND PURCHASER WAIVES) ALL OTHER WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED IN FACT OR BY LAW, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER FURTHER AGREES THAT IN NO EVENT SHALL PLAYMAX SURFACING, INC. ON ANY CLAIM OF ANY KIND HAVE ANY LIABILITY TO BUYER FOR LOSS OF USE, LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

PLAYMAX SURFACING, INC. and the Purchaser expressly agree that the remedies provided in this warranty are in lieu of all other remedies against PLAYMAX SURFACING, INC. which purchaser might otherwise have, to include but not limited to consequential damages, direct damages and indirect damages, and further that PLAYMAX SURFACING, INC. sole obligations hereunder are limited to the repair or replacement of defective or inoperable audio control module or circuitry. If a similar unit is not available, PLAYMAX SURFACING, INC. reserves the right to supply a current audio module or circuitry as a warranty replacement. Unless reasonable written notice is provided to PLAYMAX SURFACING, INC. by purchaser of a warranty claim, all claims shall be waived. Reasonable notice is defined as written notice received ten (10) days from the date the defect was either discovered or should have been discovered with reasonable diligence.

The SoundMax™ unit is similar to other audio and computer equipment, and benefits from proper electrical line conditioning. This warranty does not cover damage due to voltage spikes, poor, erratic or low voltage conditions or any other electrical supply problems which could damage the circuitry, abuse, lightning, misuse or abuse of the unit or wiring to the Maxitron™ pods, vandalism or Acts of God.

To retain this warranty for its specified duration, the owner of the above site agrees to notify PLAYMAX SURFACING, INC. within ten (10) days of noticing defect.

Chris Wolf
President & General Manager

