

Montarado Guitars Limited Warranty

1. Terms and Conditions. MONTARADO warrants solely to the original purchaser that the instrument purchased shall be free from defects in materials and workmanship under normal use for as long as the instrument is owned by the original purchaser, and until the ownership of the instrument is transferred to another. This Limited Warranty does not apply: (a) to wear and tear to or breakage of frets, strings, nuts, saddle, batteries, or other damage or deterioration due to normal wear and tear of the instrument or its parts, or to normal wear and tear or breakage of any part of an instrument, including but not limited to controls, switches, jacks, plated surfaces, tuning devices, pickguards or finish, or to any instrument case, gig bag, gig bag handles, zippers, latches, case hardware, or finish; (b) to asserted defects or damage caused by modification, misuse, neglect, abuse, accidents, acts of nature, or improper maintenance of the instrument or its parts (MONTARADO reserves the exclusive right to make such determination of misuse, modification, or neglect based on inspection by MONTARADO); (c) to asserted defects involving subjective personal likes or judgments, including subjective opinions regarding tonal characteristics of the instrument or grain characteristics or colors of woods; (d) to asserted defects or damage to an instrument such as cracks, splitting, or warping of wood or damage to the instrument's finish caused by accident or exposure to changes in or extreme instances of temperature or humidity, exposure to sunlight, moisture, body salts or acids, guitar straps, or guitar stands or hangers which cause harm to the instrument; (e) to defects asserted by any purchaser who did not purchase the instrument directly from MONTARADO; (f) to resourced and electrical components not manufactured by MONTARADO, such as strings, tuning devices, controls, switches, jacks, cases, and pickups; (g) to setups, adjustments, or any routine maintenance; (h) to any instrument whose serial number is missing, altered, or tampered

with in any fashion; or (i) to asserted defects or damage to an instrument which has had work performed on it by or has been otherwise repaired or modified by a technician or repair person other than a MONTARADO authorized technician.

2. **Limitation on Obligations.** THE OBLIGATIONS OF MONTARADO HEREUNDER ARE LIMITED TO REPAIR OR REPLACEMENT OF PARTS OF THE INSTRUMENT FOUND TO BE DEFECTIVE UNDER THIS LIMITED WARRANTY. IN NO EVENT SHALL MONTARADO BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME, WAGES OR LOST PROFITS, OF ANY NATURE OR KIND OR FOR DAMAGES TO OR LOSS OF PROPERTY. MONTARADO reserves the right to modify, refine, or improve its instruments, including making mechanical and electrical refinements, without incurring any responsibility to modify or exchange any products purchased prior to such modifications. THIS LIMITED WARRANTY IS THE SOLE WARRANTY OF MONTARADO GUITARS ONLY AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE.
3. **No Other Warranties.** The Limited Warranty constitutes the entire warranty and representation of MONTARADO. This Limited Warranty shall be controlling over any conflicting terms and conditions of any purchase orders, contracts or invoices which may be executed in connection with the purchase of any MONTARADO musical instrument or related product. NO representation or warranty made by any MONTARADO salesperson, dealer, agent, representative or employee shall be binding upon MONTARADO other than as set forth herein.
4. **Claim Procedures.** Claims for warranty performance and service shall be made by sending the instrument, shipping and insurance prepaid by the purchaser, to MONTARADO at the address shown on the face of this Limited Warranty, together with (a) evidence confirming the original purchase by

purchaser (such as a copy of the sales invoice or receipt, a credit card slip, or the like); (b) a brief description of the nature of the asserted defect; and (c) the name, address and phone number of the original purchaser to whom the instrument is to be returned. Please call Customer Service prior to shipping your guitar. MONTARADO shall review the description of the asserted defect, examine the instrument, and make service, repairs and replacements as appropriate under this Limited Warranty. Upon completion of the service, the instrument shall be returned by MONTARADO to the original purchaser, shipping and insurance to be paid by the purchaser. In the event it is determined that the asserted defect is not covered by or is excluded from this Limited Warranty, the instrument shall be returned without repairs or replacement, shipping and insurance to be paid by the purchaser.

5. Legal Remedies. Depending upon the state in which you reside, you may have additional legal remedies available under the applicable Commercial Code or Consumer Warranty laws.