

Conditions of Sale

Revised May 2004

TERMS

All payments are to be in U.S. currency. Terms are Net 30 Days to customers who have established a credit rating with Peterson Electro-Musical Products, Inc. Orders that include custom built equipment should be accompanied by a 1/3 down payment. A second equal payment is due when the system is ready for shipment. A 1-1/2% per month service charge will be added to any account that becomes past due. Any account that is chronically late in payment will be changed to C.O.D. only.

PRICES

All prices on the price list and specifications shown in printed and electronic form are current only at the time of publication and are subject to change at any time without notice. All prices quoted on custom work are valid for the time period specified or a period of 90 days from date of original quote.

LIMITED WARRANTY

Peterson warrants the equipment that it manufactures for use in pipe organs to be free from defects in material and workmanship under normal use and service, for a period of ten (10) years from the date of original shipment to the buyer unless otherwise specified in writing. (See "10 Year Warranty Exceptions"). Peterson's sole obligation under this warranty shall be that upon return of goods to the Peterson factory, transportation charges prepaid, Peterson will at its option repair or replace any equipment which it deems to contain defective material or workmanship and will return the repaired or replaced equipment to buyer, transportation charges prepaid. Peterson shall have the sole right upon inspection of any item of equipment or part thereof, to determine whether or not the defect is covered by the terms of this warranty.

During the standard warranty period, Peterson will also warrant its equipment in a particular installation against indirect lightning strikes. If the installation is considered to be at high risk to lightning strikes, it is required that certain precautionary installation procedures must be followed. These procedures will be specified in writing by Peterson. It is the responsibility of the buyer to check with Peterson prior to installation as to whether the installation is considered a high-risk installation.

This warranty does not cover damage due to direct lightning strikes. Peterson generally considers an occurrence of lightning to be a direct strike for this purpose when it results in physical damage to the structure or electrical power system (such as wiring, electrical panel, motors, etc.) of the building. Peterson reserves the

right to inspect the installation site and Peterson's determination as to whether an indirect strike has occurred and/or the proper installation procedures were followed will be final. Peterson's sole obligation under this lightning warranty will be the same as listed herein regarding its standard warranty.

This warranty shall not apply to any equipment, or any part thereof, which has been repaired by others in a manner that does not conform with the Peterson standard for quality and/or workmanship; or which has been improperly used, abused, used in an unauthorized manner with components manufactured by another company, altered, damaged, subjected to accident, flood, fire, or acts of God; or on which any serial numbers have been altered, defaced, or removed. Peterson will not be responsible for any travel, dismantling, reassembly, or reinstallation charges.

This warranty is in lieu of all other warranties expressed or implied, including, without limitations, warranty for merchantability and fitness for a particular purpose as well as all other representations made to the purchaser. No person is authorized to give any other warranties or to assume any other liabilities on behalf of Peterson unless made or assumed by Peterson in writing. Peterson will not be liable for any special, indirect, incidental, or consequential damages, including damages claimed in connection with any rescission of this agreement by the buyer.

Peterson's warranty, as herein above set forth, shall not be enlarged, diminished, or affected by, and no obligations or liability shall arise or grow out of, Peterson's rendering of technical advice or service. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

CANCELLATION OR MODIFICATION OF ORDER

Upon cancellation of an order, the customer will be responsible for costs up to the time of the cancellation. When significant changes are requested after an order has been accepted, additional charges may apply. In cases where changes are requested after work has begun, the customer will be responsible for the costs incurred.

TRANSFER OF TITLE

Equipment remains the sole property of Peterson Electro-Musical Products, Inc. until payment is made in full. Peterson retains the right to demand return of said equipment to the factory at any time deemed necessary as long as full payment has not been received by Peterson. If said equipment has been used to manufacture an instrument, Peterson acquires part ownership of that instrument until the equipment provided by Peterson is paid for in full.

ROUTING

If there are no shipping instructions with the order, Peterson will use its judgement as to the best method of shipment. In the case of truck shipments, if you have a preferred carrier please provide this information at the time of ordering. Peterson will attempt to use that particular carrier; however, if it is not possible, a staff member will try to contact you for further shipping advice.

CLAIMS

All products are carefully inspected and tested before shipment. All claims for damage should be made directly with the carrier, as Peterson is not responsible for damage incurred during shipment. However, Peterson will make every reasonable effort to assist you in making any necessary claim with the carrier.

RETURNS

Equipment returned for credit should be shipped prepaid to the Peterson factory in new condition within 60 days of date on invoice and will be subject to a 10% restocking charge for testing and handling. This restocking charge does not apply where equipment is being returned on an exchange basis. Custom built equipment, in some cases, is not returnable. Any equipment or component showing evidence of abuse, misuse, improper handling, modification, or damage will ordinarily not be returnable. For clarification on specific equipment contact the factory. Equipment returned for servicing should be shipped prepaid with a note explaining the difficulty you have experienced. Normally, it will be return shipped to you within ten (10) business days or less.

10 YEAR WARRANTY EXCEPTIONS

BATTERIES

Nickel cadmium batteries in general have a life expectancy of about 5 years and will not be covered for the period exceeding 5 years. The recommended date for changing batteries should be marked on or around the batteries. In almost all cases the easily replaced batteries can be purchased locally (Radio Shack or camera stores) at minimal cost. Memory Backup Modules for Duo Set™ combination actions are now available for use in place of Battery Modules. Memory Backup Modules utilize capacitors instead of batteries, and are warranted for ten (10) years.

SWELL SHADE OPERATOR

The Swell Shade Operator will be fully covered for five (5) years from the date of purchase; however, during the period from five (5) to ten (10) years, there will be a maximum charge of \$200.00 for repair of a motor or gear train only. All other components in the Swell Shade Operator are covered for the full ten (10) years. The gear motors in this product have an outstanding reliability history in thousands of installations over a span of more than twenty-five years.

SPEAKERS

Speakers are warranted for a period of five (5) years from the date of purchase. Normal life expectancy is far more than five years.

AMPLIFIERS

In situations where Peterson uses an amplifier that is not manufactured by Peterson, the amplifier will be warranted by its manufacturer. Peterson manufactures most of its amplifiers; please contact the factory for specific details.

TUNERS

Tuners are covered for a period of one (1) year from the date of purchase by the original end user. The warranty card must be sent back to the factory to register ownership and establish the date of purchase.

MIDI SEQUENCERS / DATA FILERS / FLOPPY DRIVES

Floppy drives, sequencers and data filers that are distributed by Peterson are warranted by their manufacturer. Please contact the factory for details.

OTHER NON-PETERSON PRODUCTS

Products not manufactured by Peterson but distributed by Peterson are warranted by their manufacturer. Please contact the factory for details on these warranties.

SOFTWARE LICENSE AGREEMENT

The software and documentation provided with Peterson products are owned by Peterson Electro-Musical Products, Inc. and are protected by United States copyright laws and international treaty provisions. Therefore, you must treat this software like any other copyrighted material.

You must not copy the software or written materials accompanying the software. The software must not be used in any device other than the Peterson hardware that it was intended for. You may not reverse engineer, de-compile, or disassemble software provided by Peterson.

Peterson grants the license to use its software only in the product for which it was supplied.

Peterson warrants the physical media (*EPRM* or *other semiconductor device*) in which the software is contained to be free from defects and shall replace any such defective media free of charge during its general warranty period.

Peterson further agrees to provide a licensee of its software any updated version(s) of the same product's software, enabling the same features or options that were originally purchased, for a period of one year. This upgrade agreement applies to the software only and does not include hardware, shipping or installation costs and further requires the return of the software that is being replaced.