

PAN ACOUSTICS - WARRANTY CONDITIONS

June 2021

We attach great importance to the longevity of our products. This is why we grant an extended warranty on our products. The warranty periods and conditions are described below.

Warranty coverage

Pan Acoustics GmbH with its registered office in 38302 Wolfenbüttel, Schweigerstr. 13d (warrantor, hereinafter abbreviated to PA) grants a product warranty covering material and manufacturing defects. The warranty is granted to the original end customer and is not assignable or transferable. The warranty covers new products purchased from a PA distributor, authorised dealer or directly from PA.



Warranty periods

PA grants a ten (10) year warranty on the standard product range.* A warranty period of three (3) years is granted on product variants in the IP54 and IP65 protection classes. Unless agreed otherwise, a warranty period of three (3) years applies to product variants and options of standard products realised for specific environments.

**A warranty period of three (3) years is granted on the Dante module of products with a digital audio interface with Dante support. The ten (10) year warranty applies to the other parts of such products.*

Start of the warranty

The warranty starts from the factory delivery date. The factory delivery date means the date on which the products are handed over to a forwarding agent or other transport company.

Scope of the warranty

The warranty includes the free removal of material or manufacturing defects. PA reserves the right to decide whether this is done by repairing the defect or by delivering a replacement product or in another form. In case of replacements, the replaced parts become the property of PA.* The remaining warranty period of the original product applies to the replacement part or replacement product, which does not have to correspond to a new product. If the replacement part or replacement product is no longer available, PA reserves the right to provide a replacement part or replacement product of equal or higher quality.

**In the event of a transfer of ownership, the end customer guarantees that no third-party rights are infringed.*

Handling of warranty claims

If a warranty claim arises in the course of proper use, the warranty claim may only be asserted by presenting the original purchase invoice or a warranty certificate for the product. The warranty claim will be handled exclusively by the distributor (dealer or seller) from whom the product was purchased. The distributor is responsible for the further processing of the warranty claim. If the distributor is no longer available, the product owner may contact the sales partner in the respective country or PA directly. An RMA number is required for the handling of warranty claims. This must be obtained via support@pan-acoustics.de.

PA does not assume any further liability in connection with this warranty. PA is moreover not responsible for any damage, loss of sales and/or profit resulting from a failure or malfunction of the product. In addition, the loss of data or settings in case of DSP-based products is not covered by this warranty. Furthermore, PA does not assume any liability for the loss of data or settings that may occur during repair.

If PA or a dealer or distributor authorised by PA determines during inspection of the product sent in for the handling of a warranty claim that the asserted warranty claim relates to a defect not covered by the warranty or that the warranty period has expired, the costs of the inspection and repair must be borne by the customer.

Transport costs

The transport costs to the authorised dealer, distributor or directly to PA must be borne by the customer. If a proper warranty claim is determined, the costs for the return to the customer will be borne by PA.

The warranty granted by PA does not replace the statutory warranty claims or other consumer rights to which a customer is entitled depending on the law of the country in which the dealer/distributor has its registered office. The warranty is a voluntary service of the warrantor.

Forfeiture of the warranty

It is not permitted to open the product and the warranty will become void if the product is opened. The warranty will also be void if, after inspection of the product, it is determined that the defect (e.g. burned voice coils of the loudspeaker chassis) is due to improper or incorrect use, installation, overvoltage, transport or maintenance of the product. The warranty will moreover be void if the instructions in the operating manual have not been followed, if the product has not been properly and correctly used or if the product has been damaged due to misuse or vandalism. If the product has been repaired without the authorisation of PA, the warranty will also be void. A scratched, unrecognisable or removed serial number of the product also voids the warranty.

Mechanical wear parts such as fans, quick lock pins, snap-in terminals and non-permanently mounted connection cables are excluded from the warranty.

Warranty certificate

A warranty certificate may be issued for the product upon request. For details, please contact your sales partner.

Final provisions

The law of the Federal Republic of Germany applies to the granted warranty periods under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). To the extent permitted by law, Wolfenbüttel (Germany) is agreed as the place of jurisdiction for any disputes arising in connection with these warranty conditions.

Contact details

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