

Limited Warranty

KLANN ORGAN SUPPLY, 301 Fourth St., City of Waynesboro, Commonwealth of Virginia, 22980, warrants to the original purchaser from KLANN that pipe organ parts manufactured by KLANN shall be free from defects in material and workmanship for the following period:

- 5 years warranty on all pipe organ parts and electronic components of our manufacture.

The warranty does NOT extend to items not manufactured by KLANN, such as blowers, power supplies and control systems. Any items not manufactured by Klann may be subject, if at all, to warranties extended by their respective original manufacturers. Further, our warranty does not extend to unfinished wood products.

KLANN shall repair or replace any KLANN pipe organ parts that fail through a defect in material or workmanship during the period of the warranty at no charge to the original purchaser, if, and only if, (I) KLANN is notified during the warranty period within ten (10) days following discovery of the defect and (II) the KLANN pipe organ parts are returned to KLANN in as good condition as received by the purchaser except for ordinary wear, (III) any transportation charges are prepaid by the purchaser, and (IV) KLANN finds that the KLANN pipe organ parts failed through a defect in material or workmanship. Any parts or material believed to be defective must be returned to us within ten (10) days following discovery of the defect, transportation charges prepaid, and if upon examination we find parts or material to be covered by our warranty, we will repair or replace same free of charge. The date of the original invoice shall commence the warranty period. KLANN reserves the right to charge for any repairs necessary due to improper installation or other causes beyond the control of KLANN. The "original purchaser" as the term is used in this warranty, is a person, firm or entity who first purchases the part from KLANN even if the part is intended for resale to a third party. If parts are ordered in lieu of a whole system resulting in our inability to test, it will be the responsibility of the buyer to conduct such tests and make necessary adjustments. Should technical assistance be required from KLANN ORGAN SUPPLY, we will provide telephone assistance at no charge.

If the KLANN pipe organ parts cannot be made to conform to the warranty, KLANN may, at its sole option, furnish replacement pipe organ parts or refund a prorated portion of all payments made on the purchase price of the KLANN pipe organ parts based upon the ratio of the number of months remaining in the warranty period to

the total number of months in the warranty period. The exercise of either option stated above by KLANN shall constitute a settlement in full of all claims by any purchaser and shall operate as a release of all claims for damages by any purchaser arising out of the purchase of KLANN pipe organ parts. The liability of KLANN shall not extend to interest charges or damages of any nature or description. KLANN will not be responsible for any travel charges or labor required for removal or reinstallation.

This warranty, and any breach of the warranty, is waived, absolving KLANN of any liability whatsoever:

- (1) if the purchaser does not properly install or use the KLANN pipe organ parts; or
- (2) if the purchaser fails to give notice to KLANN of any defect in material or workmanship of the KLANN pipe organ parts within ten (10) days following the date any such defect is first observed during the warranty period.
- (3) if the purchaser retains possession or continues to use the KLANN pipe organ parts after notice is given to KLANN discovery of a defect in the pipe organ parts; or
- (4) if the KLANN pipe organ parts have been repaired, modified, or altered by anyone other than KLANN, or modified or altered by KLANN at the specific request of any purchaser; or
- (5) if the KLANN pipe organ parts have been misused, have been disassembled prior to use, or have been used in conjunction with other components not manufactured by KLANN which KLANN determines are not compatible with the KLANN pipe organ parts.
- (6) if the KLANN pipe organ part is used or installed in instruments or devices other than pipe organs.

PLEASE NOTE: We cannot guarantee solid woods utilized for consoles, benches, etc. against cracking if ordered unfinished.

THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY KLANN ON KLANN PIPE ORGAN PARTS AND KLANN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE). KLANN SPECIFICALLY DISAVOWS ANY OTHER REPRESENTATION, WARRANTY, OR LIABILITY RELATED TO THE USE OR CONDITION OF KLANN PIPE ORGAN PARTS NOT CONTAINED IN THIS WARRANTY. KLANN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS WARRANTY.
