

## ***Fodera Guitar Partners, LLC – Instrument Warranty***

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Your new or Certified Pre-Owned Fodera instrument is warranted to be free from defects in materials and workmanship for five years from the date you purchased it (one year for electronics). This warranty is made only to the original retail purchaser, subject to the limitations contained herein and is not transferable.

If at any time your Fodera malfunctions as a result of faulty materials or workmanship, Fodera will repair the defect(s) or replace the instrument, as it deems appropriate in its sole discretion. Fodera reserves the right to use materials regularly utilized at the time of repair in the event that original materials are no longer available. If replacement of your instrument is deemed appropriate by our staff, Fodera will replace the instrument with one of the same or most similar style of a value not in excess of the original purchase price of your instrument.

This warranty covers the cost of both labor and materials for any repair deemed necessary by our staff during the first five years that you own it. In the unlikely event that your instrument is destroyed, lost or damaged beyond repair, while in the possession of Fodera for repair, Fodera will replace that instrument with one of the same or most similar style of a value not in excess of the original purchase price of your instrument. Any insurance covering the instrument, including but not limited to collector's value insurance, must be carried by owner at owner's expense.

**THIS WARRANTY IS EXTENDED TO THE ORIGINAL RETAIL PURCHASER ONLY AND MAY NOT BE TRANSFERRED OR ASSIGNED TO SUBSEQUENT OWNERS. IN ORDER TO VALIDATE YOUR WARRANTY, AND AS A CONDITION PRECEDENT TO WARRANTY COVERAGE HEREUNDER, YOU MUST REGISTER YOUR FODERA WITHIN THIRTY (30) DAYS FOLLOWING THE ORIGINAL DATE OF PURCHASE ON OUR WEBSITE AT WWW.FODERA.COM. YOUR PROOF OF PURCHASE OR SALES RECEIPT MUST ACCOMPANY ALL REQUESTS FOR WARRANTY COVERAGE.**

### ***This Warranty Is Subject To The Following Limitations***

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**THIS WARRANTY DOES NOT COVER:**

1. Any instrument that has been altered or modified in any way or upon which the serial number has been tampered with or altered.
2. Any instrument whose registration contains any false information.
3. Any instrument that has been damaged due to misuse, negligence, accident, or improper operation.
4. The subjective issue of tonal characteristics.
5. Shipping damages of any kind.
6. Any instrument that has been subjected to extremes of humidity or temperature.
7. Normal wear and tear (i.e., worn frets, worn machine heads, worn plating, string replacement, scratched pickguards, or damages to or discoloration of the instrument's finish for any reason).
8. Any instrument that has been purchased from an unauthorized dealer, or upon which unauthorized repair or service has been performed.
9. Any factory installed electronics after a period of one (1) year following the original date of purchase unless the instrument was registered on Fodera's Website within 30 days of receipt, in which case the coverage for the electronics shall be extended to two (2) years.
10. Cracking, discoloration or damage of any sort to the finish or plating for any reason.

11. Fodera does not warranty the playability of an instrument whose "action" (with a properly adjusted trussrod) is set lower than 3/32nds of an inch above the 24<sup>th</sup> fret.

FODERA MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND WHATSOEVER. ALL IMPLIED, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEEDING THE SPECIFIC PROVISIONS OF THIS WARRANTY ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS WARRANTY. SOME STATES AND/OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES SO THAT THE ABOVE MAY NOT APPLY TO YOU.

FODERA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES SUFFERED BY THE PURCHASER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR BUSINESS OR DAMAGES RESULTING FROM USE OR PERFORMANCE OF THE INSTRUMENT, WHETHER IN CONTRACT OR IN TORT, EVEN IF FODERA OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND FODERA SHALL NOT BE LIABLE FOR ANY EXPENSES, CLAIMS, OR SUITS ARISING OUT OF OR RELATING TO ANY OF THE FOREGOING.

### *How To Obtain Warranty Service*

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In the event of malfunction of your Fodera instrument, you should notify the nearest Authorized Fodera Dealer.

The Dealer or Owner must ship the instrument, freight and insurance pre-paid, to Fodera Guitars. No instrument may be returned to Fodera without obtaining a prior Return Authorization. **Only Fodera may perform warranty service and any service performed by unauthorized persons will void this warranty.** Fodera disclaims liability for defects or damage caused by services performed by unauthorized persons or non-warranty service not performed by Fodera.

When contacting Fodera, you must include a complete written description of the malfunction of the instrument. If non-warranty work is required or recommended by Fodera, a quotation will be issued and must be approved by you before any non-warranty work is commenced. You should consider quotations obtained for non-warranty work immediately and advise Fodera of your wishes. You are not required to purchase non-warranty work in order to obtain service for materials covered by this warranty. Following its inspection of an instrument upon its arrival, Fodera will advise you of the approximate date of completion. The repaired instrument or part will be returned to you. Shipping costs and insurance are dues and payable by you prior to the return shipping of your instrument.

No representative or other person is authorized to assume for Fodera any liability except as stated in this warranty. This warranty gives you specific rights that vary from state to state.

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