

LIMITED WARRANTY ON LYXJAM SAXOPHONE

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY? C&A Marketing, Inc. located at 114 Tived Lane East, Edison, NJ ("we") extend this limited warranty only to the consumer who originally purchased the product ("you"). It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER? This limited warranty covers defects in materials and workmanship of the LyxJam saxophone (the "product") for the Warranty Period as defined below.

WHAT DOES THIS WARRANTY NOT COVER? This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

WHAT IS THE PERIOD OF COVERAGE? This limited warranty starts on the date of your purchase and lasts for one year (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY? With respect to any defective product during the Warranty Period, we will, at our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge or (b) refund the purchase price of such product if an exchange unit cannot be provided.

HOW DO YOU OBTAIN WARRANTY SERVICE? To obtain warranty service, you must contact us at 866-849-3049 or by email at info@lyxpro.com during the Warranty Period to obtain a Defective Merchandise Authorization ("DMA") number. No warranty service will be provided without a DMA number and return shipping costs to our facilities shall be assumed by you, the purchaser. Shipping costs of the replacement unit to you shall be assumed by us.