

Schedule B.1  
Limited Warranty Exclusions

The following issues are not covered under the limited warranties set forth in Exhibit B, and for such issues the Company shall not be obligated to furnish warranty support or maintenance services, nor shall Cirrus be liable hereunder for repairs, replacement or additions:

1. Defects or damage that result from use of the Products in other than their normal and customary manner;
2. Damage or problems caused by repairs, changes, modifications, maintenance, relocation or re-installation by other than Cirrus designated technicians, or without Cirrus's written permission;
3. The unauthorized modification, disassembly or repair of any Products, including the addition to any Product of non-Cirrus authorized and supplied equipment, which adversely affects such the performance of such Product(s) or interferes with Cirrus's normal warranty inspection and Product or Software testing for warranty verification;
4. Products which, due to illegal or unauthorized alteration of Product software or firmware, do not function in accordance with Cirrus's published specifications;
5. Damage or problems caused by the failure to follow the Electro-Static Discharge ("ESD") precautions when handling such Products;
6. Damage or problems caused by improper electrical grounding or improper utility service;
7. Damage or problems caused during transportation by Customer;
8. Damage or problems caused by use of non-Cirrus supplied equipment or parts;
9. Damage or problems caused by misuse, abuse, neglect or accident;
10. Damage or problems caused by an external electrical fault or any unusual shock;
11. Damage or problems caused by an accident, fire or water;
12. Damage or problems caused by natural disasters such as flood, fire, lightning, earthquake or tornado;
13. Damage or problems caused by failure to maintain the proper operating or storage environment for the Products to include but not limited to air conditioning, humidity control, or corrosive atmosphere harmful to electronic equipment as provided in the Cirrus Installation Manual;
14. Damage or problems caused by strikes, riots, sabotage, or acts of war;
15. Theft;
16. Routine cleaning, or normal and customary wear and tear;
17. Scratches or other cosmetic damage to Product surfaces that do not affect the operation of the Product;
18. Technical support or maintenance of any kind for third-party application or custom software;
19. Technical support associated with programming of Application Program Interfaces (API) of Products except for support on the capabilities of the programming interface;
20. Consumables and supplies (i.e., expendable batteries, recording media, tapes, disks or other consumables);
21. Freight costs to the repair depot;
22. Non-Cirrus manufactured equipment, which carries its original manufacturer's warranty and which will be provided to Customer upon request;
23. Components damaged due to arcing or connecting/disconnecting while powered on; and
24. In the case of improperly vented displays, components damaged due to excessive heat buildup.