

Warranty & Service

What does this warranty cover?

Emotiva Audio Corporation (“Emotiva”) warrants its products against defects in materials and workmanship.

How long does this coverage last?

This warranty commences on the date of retail purchase by the original retail purchaser and runs for a period of five years thereafter, with the exception of the Fusion 8100 receiver, which is warranted for a period of three years from the date of retail purchase by the original retail purchaser. This warranty is transferable to any person that owns the warranted product during the Term. Emotiva warrants any replacement product or part furnished hereunder against defects in materials and workmanship for the longer of the following: (i) the amount of time remaining under the original warranty, or (ii) 120 days from your receipt of the repaired or replaced product. The duration described in this paragraph is hereinafter referred to as the “Term”.

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES RELATED TO THE ORIGINAL PRODUCT AND ANY REPLACEMENT PRODUCT OR PARTS (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY LIMITED TO THE TERM OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

A claim under this warranty must be made by you within the Term. A claim shall not be valid (and Emotiva has no obligation related to the claim) if it is not made within the Term and if it is not made in strict compliance with the requirements of the “How do you get service?” section.

What will Emotiva do?

Emotiva will, at its option, either: (i) repair the product, or (ii) replace the product with a new consumer product which is identical or reasonably equivalent (in Warrantor’s sole discretion) to the product. In the event Warrantor is unable to provide replacement and repair is (in Emotiva’s sole discretion) not commercially practicable or cannot (in Emotiva’s sole discretion) be timely made, then: (i) if the claim was submitted during the first 365 days of the Term, Warrantor shall refund to you the purchase price that you paid for the product; and (ii) if the claim was submitted after the first 365 days of the Term, Emotiva shall issue you a credit equal to the purchase price that you paid for the product. The credit can only be used for the purchase of merchandise and cannot be used for freight / shipping.

When a product or part is repaired or replaced, any replacement item becomes your property and the replaced item becomes Emotiva's property. When a refund or credit is given, the product for which the refund or credit is provided must be returned to Emotiva and becomes Emotiva's property.

What is not covered by this warranty?

This warranty does not apply: (i) to damage caused by use with products not manufactured by Emotiva, where the non-Emotiva product is the cause of the damage; (ii) to damage caused by service or maintenance performed by anyone who is not a representative of Emotiva; (iii) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (iv) to a product or part that has been modified after its retail purchase, where the modification caused or contributed to the damage; (v) to consumable parts, such as batteries; or (vi) if any Emotiva serial number has been removed or defaced on the product. EMOTIVA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO ANY DEFECTS IN OR DAMAGES TO ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How do you get service?

In order to make a claim under the warranty, you must:

1. Call or email a customer service representative at 1-877-EMO-TECH (1-877-366-8324) or support@emotiva.com. Provide a description of your problem and the serial number of the product for which the warranty claim is being made.
2. You will be provided with a returned material authorization number ("RMA").
3. Ship the product to the following address, with the RMA written in large, bold numbers on the outside of the box, and with the letters "RMA" written before the number. Parcels arriving without a RMA number on the outside of the box will be refused. The customer pays for the shipping to Warrantor and Warrantor pays for the shipping back to the customer, as applicable.

Emotiva Audio Corporation Attn: Repair Department 135 Southeast Parkway Court Franklin, TN 37064

How does state law apply?

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

What if my product is damaged on the way to you?

Emotiva is not liable for damages that may incur while an item is en route to us, so please purchase insurance when you ship.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.