LIMITED LIFETIME WARRANTY

OF YOUR MARTIN INSTRUMENT



Martin & Co





LIMITED WARRANTY

This Limited Warranty is valid only if the instrument is purchased from an authorized C. F. Martin & Co., Inc. dealer located in the United States (excluding U.S. Territories) or Canada.

C. F. Martin & Co., Inc. ("C. F. Martin") warrants, on a limited basis, to the original owner only, this C. F. Martin instrument, factory installed electronics, and the instrument's case, against defects in materials or workmanship only as follows:

A. LIMITED WARRANTY TERMS

- For as long as the original owner owns this
 instrument, C. F. Martin will repair, or at its option,
 replace, any defective parts of the instrument subject
 to the below limitations and exclusions as defined in
 Sections B and D. C. F. Martin reserves the right, at
 its sole and absolute discretion, to repair or replace
 the various parts of the instrument, rather than to replace
 the subject instrument under this Limited Warranty.
- 2. For a period of one (1) year from the date of purchase, the following items will be repaired or, at our option, replaced:
 - · The instrument's case:
 - · Tuning machines; and
 - · Factory installed electronics.
- Warrantable repairs will be made using current technology and components without charge to you.
- Warrantable repairs performed under this Limited Warranty will be performed according to C. F. Martin's current factory specifications and C. F. Martin reserves the exclusive right to determine such specifications.

- Warrantable repairs, including parts replacements, may be visible upon completion.
- When C. F. Martin completes a warrantable repair under this Limited Warranty, C. F. Martin considers that warrantable issue resolved and its Limited Warranty obligations fully satisfied for that repair.

B. WARRANTY LIMITATIONS

- This Limited Warranty is STRICTLY LIMITED to the terms stated herein, and no other express or implied warranties or remedies shall be binding on C. F. Martin. This Limited Warranty and all warranties that may be implied under state law, including, but not limited to, warranties of merchantability and warranties of fitness for any particular purpose, terminate upon the transfer of the instrument's ownership from the original owner.
- This Limited Warranty is valid only if the instrument is purchased from an authorized C. F. Martin dealer located in the United States (excluding U.S. Territories), and Canada.
- This Limited Warranty extends to the instrument's original owner only and is not transferable.
- 4. Repair of the instrument as provided under this Limited Warranty is the exclusive remedy of the original owner. In no event shall C. F. Martin be liable for incidental or consequential damages for breach of this Limited Warranty or any other warranty, express or implied.

- Any unauthorized repairs or structural or permanent cosmetic customizations will render this Limited Warranty null and void.
- Warranty service must be performed exclusively at C. F. Martin authorized warranty service centers ("Warranty Centers") in the United States, Canada or at C. F. Martin's factory in Nazareth, Pennsylvania, in accordance with Section G of this Limited Warranty.
- Certain warrantable repairs may be visible. C. F. Martin assumes no responsibility for the effect of any such warrantable repairs on the resale value of the instrument.
- The future value of the instrument may be negatively influenced by many variables and is not covered, in any way, by this Limited Warranty.

C. SHIPPING AND SHIPPING INSURANCE AND OTHER INSURANCE

 All shipping and insurance costs and arrangements for purposes of seeking and/or obtaining a warrantable repair under this Limited Warranty shall be borne by the original owner of the instrument and are the original owner's sole responsibility. The original owner of the instrument is strongly encouraged to take all necessary actions to procure sufficient insurance to cover damage and/or destruction of and/or theft and/or misplacement of the instrument before and after the shipping of the instrument to C. F. Martin's factory and/or a Warranty Center for a warrantable repair may be prudent – especially if it is believed that the instrument has a value in excess of the value of a similar new replacement model of the instrument.

- The original owner shall bear any and all risk associated with under-insuring or choosing not to insure the instrument against any and all damage to or loss of the instrument, which may occur during the shipping of the instrument to C. F. Martin's factory and/or to a Warranty Center for the consideration of and/or the performance of a warrantable repair.
- C. F. Martin shall have no responsibility and shall be held harmless for any and all damage to or the loss of the instrument that occurs during the shipping of the instrument to C. F. Martin's factory and/or a Warranty Center for the consideration of and/or the performance of a warrantable repair.
- 4. If any damage to or loss of the instrument should occur during the shipping of the instrument to the C. F. Martin's factory and/or a Warranty Center for the consideration of or the performance of a warrantable repair that renders the instrument unable or unavailable to undergo a warrantable repair or any other repair, this Limited Warranty shall be considered null and void and C. F. Martin shall have no responsibility to perform any warrantable repair. Furthermore, C. F. Martin shall not be obligated to pay or reimburse the original owner of the instrument covered under the terms of this Limited Warranty for the cost associated with the non-performed warranted repair and/or for any costs borne by the original owner during the shipping process.

D. LIMITED WARRANTY EXCLUSIONS

- This Limited Warranty does not cover normal wear and tear to the instrument, including certain components. The following components are subject to wear and tear as a result of normal use, and therefore, are excluded from this Limited Warranty, unless C. F. Martin determines that damage to such aforementioned components resulted from defective materials or workmanship:
 - · tuning hardware;
 - · fingerboards;
 - bridges;
 - bridge plates;
 - · bridge pins;
 - · saddles;
 - end pins;
 - strings;
 - · frets;
 - · nuts; and
 - · pickguards.
- 2. This Limited Warranty does not cover certain adjustments that may be required because of normal use and resulting wear and tear including, but not limited to:
 - · Action adjustments;
 - · Neck resets for action adjustment due to normal use;
 - This exclusion does not apply if a neck reset is required because of a manufacturing defect.

- 3. In addition to the above enumerated exclusions, this Limited Warranty also excludes all of the following:
 - Cracks in wood and other damage caused by exposure to humidity or temperature beyond the recommended ranges as specified in C. F. Martin's instructions in its user manual publication, "The Care & Feeding of Your Martin Instrument;"
 - Finish cracks, also referred to as "lacquer checks," which are caused by exposure to a rapid change in temperature, cold and/or hot temperatures beyond the recommended ranges as specified in C. F. Martin's instructions in its user manual publication, "The Care & Feeding of Your Martin Instrument:"
 - · Tone or sound complaints;
 - Shipping damage;
 - · Natural disasters:
 - · Accident, including damage caused by impact;
 - · Misuse or abuse;
 - Failure to properly use, maintain and/or care for the instrument, including any act or omission that is contrary to the instructions published in C. F. Martin's user manual publication, "The Care & Feeding of Your Martin Instrument;"
 - Damage resulting from end pins inserted with force or impact causing the sides, rear block or endpiece to crack;
 - Damage resulting from loose end pins;
 - Damage caused through the use of any accessories in conjunction with the instrument including, but

- not limited to, any strap, humidifier, cable, capo, hanger, soundhole, stick-on pickup, pick, stand or clip-on tuner; and
- Damage to the finish resulting from exposure to various substances including, but not limited to, cleaning solvents, alcohol, perfumes, hand or body lotions, cosmetics, insect repellent, silicone products, perspiration and other external substances.

The foregoing enumerated and referenced exclusions do not create or represent an exhaustive or complete list of exclusions from this Limited Warranty. C. F. Martin reserves the exclusive right to investigate and determine whether or not any request for a warrantable repair of an instrument is excluded under this Limited Warranty.

E. LIMITATION ON LIABILITY DURING WARRANTABLE REPAIR

In case of loss by fire, theft or irreparable damage of any instrument while in the possession of or under the control of C. F. Martin and/or a Warranty Center for an approved warrantable repair under this Limited Warranty, C. F. Martin's liability, solely in the case of irreparable damage to the instrument, shall be limited to replacement of the instrument with a new instrument of the same or most similar available current style. In case of repairable damage of any instrument that occurs while in the possession of or under the control of C. F. Martin and/or a Warranty Center for an approved warrantable repair under this Limited Warranty, C. F. Martin's liability shall be limited to repair, including parts replacements, of the instrument. This Limited

Warranty shall not cover any value attributable beyond the value of the new instrument designated for replacement including, but not limited to, any value the original owner might have ascribed as the value of the instrument that was submitted for a warrantable repair. This Limitation on Liability shall include such situations where C. F. Martin determines that the warrantable repair should be performed at a different location than it originally assigned in accordance with Section G, Paragraphs 2 and 3.

F. PROOF OF PURCHASE: WARRANTY REGISTRATION

The accompanying warranty registration form should be promptly completed and returned to C. F. Martin. C. F. Martin strongly encourages the original owner to return the warranty registration form within thirty (30) days of purchase. Although return of the warranty registration form is not a condition precedent to warranty coverage or service, it is for the purpose of determining the identity of the original owner and the location and date of purchase. Failure to return the warranty registration form at the time of purchase will not affect the original owner's rights under this Limited Warranty so long as such original owner can establish in a manner acceptable to C. F. Martin that the person seeking the warrantable repair is, in fact, the original owner, the date of purchase, and that the instrument was purchased from an authorized C. F. Martin dealer within the United States or Canada.

G. OBTAINING WARRANTY SERVICE

1. If it is believed that a warrantable repair, including

- parts replacements, is owed under this Limited Warranty, please contact C. F. Martin's Customer Service Department at P.O. Box 329, Nazareth, Pennsylvania 18064, or call 1(888) 433-9177 weekdays between 8:30 a.m. and 4:00 p.m. Eastern time, or have your dealer do so on your behalf. A list of current Warranty Centers can be found on C. F. Martin's website at martinguitar.com.
- 2. If C. F. Martin determines that the work should be performed at a Warranty Center, it will provide you with the name and address of the Warranty Centers nearest to you. Repair work will be performed only at C. F. Martin's factory or at a Warranty Center located in the United States and/or Canada. In order to take advantage of your warranty coverage, you must take the instrument, or deliver it prepaid, to C. F. Martin's factory (if C. F. Martin determines that repairs should be made there) or to a Warranty Center (if C. F. Martin determines that repairs should be made at a Warranty Center). In certain situations, the Warranty Center, after receiving and examining your instrument, may determine that the required repairs should be made at C. F. Martin's factory and will then deliver the instrument to the factory for the warrantable repairs. In the event the Warranty Center determines the repairs must be made at the factory, you are still responsible for the cost of shipping and insurance (if elected) to transport the instrument to the factory.

- 3. If C. F. Martin determines that the work should be performed at its factory, C. F. Martin will issue a return authorization number, which must accompany the instrument and be prominently displayed on the package containing the instrument as part of the original owner's delivering and/or shipping responsibilities regarding the instrument to the designated location of repair.
 - 4. If shipping costs have not been prepaid and an instrument arrives at C. F. Martin's factory or a Warranty Center on a COD basis and/or if a shipping box is delivered without a C. F. Martin return authorization displayed on the packaging containing the instrument, the delivery will not be accepted.
 - C. F. Martin will then determine whether or not the instrument qualifies for a warrantable repair, including parts replacements, under this Limited Warranty.
 - 6. C. F. Martin will provide a repair quotation, which lists all warrantable repairs and recommended non-warranty repairs for the instrument as well as an invoiced cost for completion. It is not necessary to purchase non-warranty work to avail yourself of warranty service. C. F. Martin requires that within 30 days of the date of the repair quotation, you sign and return the quote to us in order to begin any warranty or non-warranty work. An estimated timeframe for completion will also be stated on the quote. Your prompt reply will allow work to proceed at the earliest possible time. If C. F. Martin does not

receive the signed repair quotation or any other instructions within the 30-day quotation return time period, C. F. Martin will use its best efforts to contact you via telephone, email or other written communication. If C. F. Martin has not received the signed repair quotation or any other instructions within 60 days of the date of the repair quotation, the instrument will be returned to the customer or dealer, freight collect.

- 7. Current technology and components will be used on both warranty and non-warranty repairs.
- C. F. Martin seeks to safely ship its instruments.
 Therefore, if in C. F. Martin's judgment, weather conditions are inappropriate for shipment upon completion of any repair work, the instrument may be held until a time determined by C. F. Martin as safe for shipping.

H. DISPUTE RESOLUTION

- Negotiations. Before any dispute, controversy
 or claim arising out of or in connection with this
 Limited Warranty is submitted to arbitration, as set
 forth below, C. F. Martin and the original owner,
 and/or their appointed representative will attempt to
 reach an amicable resolution through negotiations.
 If the negotiations do not result in amicable resolution
 within thirty (30) days after notice of the dispute,
 controversy or claim, then arbitration shall be
 commenced pursuant to Section H, Paragraph 2.
- 2. <u>Arbitration</u>. Any dispute, controversy or claim (collectively, "the dispute") arising out of, or relating

to this Limited Warranty that is not resolved through the negotiation process set forth in Section H, Paragraph 1, will be determined by arbitration as set forth in this Paragraph. Any arbitration pursuant to this Section will be held in Bethlehem, Pennsylvania. The Dispute will be exclusively and finally settled, adjudicated and determined by arbitration pursuant to the JAMS Comprehensive Arbitration Rules and Procedures before an arbitrator selected by the parties applicable to such dispute and JAMS from the JAMS Panel of Neutrals. The Choice of Law Clause for this Limited Warranty, as defined in Section I, Paragraph 1, shall be controlling with respect to the Arbitration's application of controlling law. The parties waive any right of appeal except for manifest disregard of the law or otherwise as permitted under 9 U.S.C. Sections 10 and 11; provided, however, that in the event any appeal is taken and fails the party taking such appeal, the applicable court shall award all reasonable attorneys' fees and costs and expenses to the other party in defending against such appeal. Judgment upon the written Award (as defined below) rendered by the arbitrator may be enforced, confirmed, rendered and entered in any court of competent jurisdiction having jurisdiction thereof. The Award will have the full force and effect of a judgment of that court. All hearings will be closed to all persons except the arbitrator, the parties, their attorneys and witnesses. The arbitrator's written award (the "Award") will include specific findings of fact and conclusions of law with citations to applicable decisional and statutory law and will be issued as soon as

practicable after the arbitration, and in no event more than ninety (90) days after the conclusion of the arbitration.

I. CHOICE OF LAW

This Limited Warranty shall be governed in all respects according to the laws of the Commonwealth of Pennsylvania, without giving effect the principles of conflict of law thereof.

J. NOTICE AND DISCLAIMERS

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

This Limited Warranty does not apply to and specifically excludes any and all instruments from the following series:

- Little Martin®
- Backpacker[®]
- · 1 Series Ukulele

This Limited Warranty is issued by C. F. Martin & Co., Inc. with main offices at 510 Sycamore Street, Nazareth, Pennsylvania 18064.

"The Care & Feeding of Your Martin Instrument" booklet is available on martinguitar.com and at authorized C. F. Martin dealers and authorized C. F. Martin Service Centers.

IT IS VERY IMPORTANT THAT A RECORD BE KEPT REGARDING YOUR PURCHASE OF A C. F. MARTIN' INSTRUMENT.

Please fill in the information on this form and keep it in a safe place separate from the instrument and case.

OWNER'S NAME
OWNER'S ADDRESS
DATE OF PURCHASE
DEALER'S NAME
DEALER'S ADDRESS
DEALER'S PHONE
MODEL
SERIAL NUMBER
PURCHASE PRICE
SALES SLIP NUMBER

We recommend you fill in and immediately return the warranty registration form which accompanies this booklet. You should also retain your copy of the sales receipt or invoice. There is always a future possibility that you will need it to prove that you are the original owner.



Doesn't your guitar deserve to sound its best? Martin Authentic Acoustic strings make any acoustic guitar sound better. Each string is made with our impeccable standards for acoustic guitar tone. That's why we make our own. Find the strings that will bring out the best in your guitar at Martinguitar.com/AuthenticAcoustic.





C. F. Martin & Co., Inc. 510 Sycamore Street, P.O. Box 329, Nazareth, PA 18064 (610) 759-2837 | martinguitar.com





Martin maintains an unwavering commitment to the environment and the global community by always conducting business in a socially and ethically responsible manner.

Enjoy the ultimate Martin experience.

Details at > martinownersclub.com

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