

Product Terms of Sale

By placing an order or purchasing any Dolby product, Customer agrees that these product terms of sale ("Product Terms of Sale") shall govern such purchase. Any additional or conflicting terms or conditions contained in any Customer document shall be null and void unless expressly agreed to by Dolby in writing.

LIMITED WARRANTY FOR HARDWARE PRODUCTS: New hardware products manufactured by Dolby are warranted against defects in materials and workmanship for the applicable term set forth in Dolby's Limited Hardware and Software Maintenance Policy in effect at that time the hardware product is purchased. Dolby's Limited Hardware and Software Maintenance Policy is available at <http://www.dolby.com/us/en/professional/warranty-and-maintenance-policies.html>. During the warranty period, Dolby will repair, or at its option replace, hardware products or components which prove to be defective, provided the product or applicable component is returned, shipped prepaid, to Dolby direct or via an authorized dealer or distributor. Defects caused by modifications, physical damages, misuse, accidents, improper installation, environmental operating conditions or connectivity (audio, network or electrical), unauthorized Customer repairs, or any further damage caused by inadequate packaging for return are excluded from coverage. ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED) INCLUDING BUT NOT LIMITED TO THOSE RELATING TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, PATENT AND COPYRIGHT RIGHTS), SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THESE PRODUCT TERMS OF SALE.

MAINTENANCE FOR SOFTWARE ONLY PRODUCTS: New software only products manufactured by Dolby include software maintenance for the applicable term set forth in Dolby's Software Maintenance Policy in effect at that time the software product is purchased. Dolby's Software Maintenance Policy is available at <http://www.dolby.com/us/en/professional/warranty-and-maintenance-policies.html>. During the software maintenance term, Dolby will provide Customers of eligible products with software updates, fixes, security alerts, critical patch updates, upgrade scripts, general maintenance releases and documentation updates (collectively, "Software Updates") when such Software Updates are made generally available for software products covered under a current maintenance plan.

LIMITATION OF LIABILITY: DOLBY'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR DOLBY'S BREACH OF THE FOREGOING WARRANTY AND/OR MAINTENANCE DURING THE APPLICABLE COVERAGE PERIOD WILL BE, AT DOLBY'S SOLE DISCRETION, TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT AT NO COST TO CUSTOMER, OR IF NEITHER OF THE FOREGOING ARE COMMERCIALY REASONABLE, THEN TO REFUND THE AMOUNT PAID. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DOLBY'S BREACH OF THE WARRANTY AND/OR MAINTENANCE PROVISION HEREIN OR FOR ANY OTHER CLAIMS RELATED TO THE WARRANTY AND/OR MAINTENANCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL DOLBY, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES ARISING FROM YOUR USE OR INABILITY TO USE THE PRODUCT, NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH EVENT, THE FOREGOING LIMITATIONS SHALL APPLY TO MAXIMUM EXTENT PERMITTED BY LAW. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

RETURNS: Products may not be returned to Dolby without prior authorization as set forth in Dolby's Return Policy which is available at <http://www.dolby.com/us/en/professional/warranty-and-maintenance-policies.html>. Customer must contact Dolby to obtain a Return Material Authorization ("RMA") number. Any product returned to Dolby without proper authorization will be returned to Customer at Customer's expense. For each defective product, Customer must provide a technical report describing the defect in detail. Multiple products may be returned under one blanket RMA number. If multiple products are returned, each line item must have a separate RMA asset number and a separate description or defect code. Software only products may not be returned.

RESTOCKING: Dolby charges a restocking fee for all hardware products returned for credit as set forth in Dolby's Return Policy available at <http://www.dolby.com/us/en/professional/warranty-and-maintenance-policies.html>. Hardware products must be returned within 90 days from the original invoice date to obtain a refund credit.

LIMITATION OF PERIOD OF ACTION ON CONTRACT: No action, regardless of form, arising out of transactions under these Product Terms of Sale may be brought by Customer, its successors, agents and/or assigns, more than one year from date of purchase.

EXTENDED WARRANTY AND SOFTWARE MAINTENANCE: Customer may purchase extended warranty or maintenance coverage for eligible products as set forth in the respective hardware warranty and software maintenance policies. Such coverage commences upon the expiration of the initial new product coverage. Unless otherwise set forth in such policies, all fees for extended warranty and maintenance are nonrefundable. Dolby may annually increase any extended coverage fees in an amount equal to any increase in the annual unadjusted Consumer Price Index measure for all Urban Consumers (CPI-U) as published by the US Bureau of Labor Statistics.

DEALER AND DISTRIBUTOR RESPONSIBILITY: It is the responsibility of Customers that are dealers and distributors to inform their customers of Dolby's warranty, disclaimer of warranties and limitations of liability.

PAYMENT AND SHIPPING: Payment terms are net 30 days, and products are shipped Ex Works (Incoterms 2010) Dolby's designated facility, unless otherwise specified by Dolby. Title and risk of loss or damage shall pass to Customer upon delivery of the products by Dolby to a common carrier or, if the products are to be picked up by Customer, when the products are made available for pickup at Dolby's facilities. If the invoice is not paid when due, interest will be payable after due date at an amount to be determined by Dolby, but no higher than allowed by law. To the extent permitted by applicable law, Dolby hereby reserves a purchase money security interest in products sold and the proceeds thereof, in the amount of the purchase price. In the event of default by Customer of any of its obligations to Dolby, Dolby shall have the right to repossess the products sold hereunder and without liability to Customer, and Customer shall assemble such products so that Dolby may repossess them without a breach of the peace. These security interests will be satisfied by payment in full. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage, in order to perfect Dolby's security interest. On request of Dolby, Customer will execute financing statements and other instruments Dolby shall request to perfect its security interest.

GOVERNING LAW: The validity, interpretation and performance of these Product Terms of Sale shall be governed by and construed in accordance with the laws, and Customer agrees to submit to the jurisdiction of the court, set forth below based on the applicable region that Customer is located:

Region	Governing Law	Court Jurisdiction
Europe	England	English Courts
All other countries	State of California, USA	State or Federal Courts located in San Francisco, CA

All agreements will be interpreted and construed in accordance with the English language. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on these terms and conditions.

COMPLIANCE WITH APPLICABLE LAWS: Customer agrees to comply with all applicable laws and regulations. Customer understands that Dolby is subject to (i) regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibits export or diversion of Dolby's products or technology to certain countries and persons and entities listed on the U.S. Government lists of restricted or prohibited persons, including the Bureau of Industry and Security's List of Denied Persons and the Department of Treasury List of Specially Designated Nationals; (ii) the Foreign Corrupt Practices Act, which prohibits giving anything of value to any foreign government official, foreign political party, or official of a foreign political party or any candidate for foreign political office in order to influence improperly his or her judgment in the performance of official duties; and (iii) legislation in certain other jurisdictions that prohibits any private sector payments in the nature of an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. Customer agrees it will not knowingly assist or participate in any such diversion or other violation of any applicable laws and regulations will allow Dolby to audit Customer's books and records for compliance and, at Dolby's request, will certify to Dolby as to Customer's compliance with these provisions. Customer warrants that it shall not sell or transfer any products in countries or to users not approved to receive such products under applicable laws and regulations, and that it will abide by such laws and regulations. Customer shall hold harmless and indemnify Dolby for any damages, expenses and costs (including reasonable attorney's fees) arising from a breach of this section by Customer. Should any provision of these Product Terms of Sale be held to be void, invalid or inoperative, then such provision and the other related provisions of these Product Terms of Sale shall be deemed automatically adjusted to conform to the requirements for validity declared at such time and to, as closely as legally permissible, reflect the original intent of Dolby and Customer. If such provision is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from these Product Terms of Sale as though it had never been included herein. In either case, except as set forth above, the remaining provisions of these Product Terms of Sale shall not be affected.

TAXES: Prices quoted do not include duties, fees, charges, sales and use taxes, VAT, GST, excise or similar taxes imposed by any governmental authority (collectively, "Taxes"), and Customer shall pay, or reimburse Dolby for, the gross amount of all such Taxes (other than taxes on Dolby's net income), applicable to the sale or furnishing of any products hereunder. In lieu of a specific tax, Customer may provide Dolby with a tax exemption certificate acceptable to the applicable taxing authority.

SOFTWARE LICENSE: If any product purchased includes software, such software shall be subject to the software license agreement ("SLA") accompanying such software, whether that SLA is printed or displayed upon installation or use (and to the extent there is any conflict between these Product Terms of Sale and such SLA, the SLA shall prevail). If there is no such SLA, Dolby grants to Customer a nonexclusive, revocable, limited, non-transferable (except in the case of a transfer by Customer of all of its rights to the software and any associated product to another entity) license to install, use, access, display and run one copy of the software only in connection with use of the products. Otherwise, Dolby reserves all rights in the software, and no title to or ownership of any software or any parts thereof is transferred to Customer by any delivery of software to Customer hereunder. Customer shall not disassemble, decompile, modify, copy or reverse engineer Dolby's software or any product or otherwise attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know how or ideas underlying or contained in the products or software. Upon request, Dolby shall provide Customer with information needed to achieve interoperability with other programs within the meaning of the European Union Directive on the Legal Protection of Computer Programs. If applicable, the software is commercial computer software developed exclusively at private expense, and is provided to the U.S. Government only as commercial computer software (with "Restricted Rights," as applicable). Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with the terms of this Agreement and FAR 52.227-19(b), or its current equivalent. Consistent with DFARS 227.7202 or its current equivalent, use, duplication, and disclosure by DOD agencies is subject solely to the terms of this Agreement.

PRODUCT END OF LIFE INFORMATION: Dolby products have been designed and built to give many years of service. When such products eventually reach the end of their serviceable life, they should be disposed of in accordance with local or international legislation. It is a condition of Dolby's fulfillment of Customer's order that, to the extent laws and regulations in the country of destination provide for the collection, recycling and disposal of electronic products (for example, laws implementing Directives 2002/96/EC and 2003/108/EC (Waste Electrical and Electronic Product)), Customer accepts responsibility for compliance with all such laws and regulations, including, but not limited to the responsibility for marking products and the management and cost of collection, recycling, treatment and disposal of such products and agrees to indemnify and defend Dolby in respect of any liabilities and costs incurred by it as a result of any related non-compliance. FOR CURRENT INFORMATION PLEASE VISIT OUR WEB SITE: <http://dolby.com/environment>

DOLBY ATMOS COMMISSIONING SERVICES: Most purchases of a Dolby Full Atmos Playback license include commissioning services with purchase. Dolby shall provide such commissioning services in accordance with the terms and conditions set forth at <http://www.dolby.com/Atmoscommissioningterms>, which hereby incorporated herein by reference only with respect to such commissioning services.