FCC Notice “Declaration of Conformity Information”

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna. Locate the antenna more than 30 feet away from the equipment and connect it to the receiver using a shield cable.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

**WARNING:** Only peripherals complying with the FCC class B limits may be attached to this equipment.

Changes or modifications made to this equipment, not expressly approved by us or parties authorized by us could void the user’s authority to operate the equipment. This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

**SAFETY INSTRUCTIONS**

There are two categories of Safety Instructions included in this manual:

- Product Warnings, (i.e., what must never be done to assure avoiding those hazards that could cause bodily injury or property damage); and
- User Directions (i.e., what must always be done to assure the safe use of your device).

The Safety Instructions contained in this manual have been categorized in accordance with the seriousness of the potential hazards through the use of Signal Words. Those Signal Words, and their intended meanings, are as follows:

**DANGER:** Indicates that a failure to observe the Safety Instructions could result in death or catastrophic bodily injury.

**WARNING:** Indicates that a failure to observe the Safety Instructions could result in serious bodily injury.

**CAUTION:** Indicates that a failure to observe the Safety Instructions could result in minor bodily injury or property damage.

**NOTE:** Designates important information that relates to activities and/or conditions that might result in loss of data and/or damage to your device.

**Safe Use and Operation of Your Device**

This equipment emits stray RF energy and will interfere with the reception of signals by airborne electronic navigational devices or medical devices. Do not operate this equipment near any sensitive medical devices.

**WARNING:** Use only grounded AC power cords.
**DANGER:** If NuForce equipment and all other equipments connected to it do not have AC ground, higher than usual amount of radio frequency emission could occur.

Always immediately disconnect the power to the equipment in the event the device emits an unusual odor or sound or generates smoke.

**WARNING:** Never attempt to disassemble, repair or make any modification to your device. Disassembly, modification or any attempt at repair could cause bodily injury or property damage, as well as damage to the device itself.

**WARNING:** Your device is not a toy. Never allow children to play with your device. Misuse, rough or improper handling of your device by children could result in serious bodily injury for any of the enumerated safety warnings in this manual. In addition, always keep all accessories and components out of the reach of small children as small parts might present a choking hazard. Seek immediate medical attention if choking occurs or if any small part has been swallowed.

**CAUTION:** Never raise the sound volume level too high when using your device with earphones. An excessive sound volume level could cause damage to your hearing.

**WARNING:** To reduce the risk of fire or electric shock, do not expose the unit to moisture or water.

Do not allow foreign objects to get into the enclosure. If the unit is exposed to moisture, or a foreign object gets into the enclosure, immediately disconnect the power cord from the wall. Take the unit to a qualified service person for inspection and necessary repairs.

Read all the instructions before connecting or operating the component. Keep this manual so you can refer to these safety instructions. Heed all warnings and safety information in these instructions and on the product itself. Follow all operating instructions. Do not use this unit near water.

You must allow a minimum 10 cm or 4 inches of unobstructed clearance around the unit. Do not place the unit on a bed, sofa, rug, or similar surface that could block the ventilation openings. If the unit is placed in a bookcase or cabinet, there must be ventilation of the cabinet to allow proper cooling. Keep the component away from radiators, heat registers, stoves, or any other appliance that produces heat.

The unit must be connected to a power supply only of the type and voltage specified on the rear panel.

Connect the component to the power outlet only with the supplied power supply cable or an exact equivalent. Do not modify the supplied cable.

Do not route the power cord where it will be crushed, pinched, bent, exposed to heat, or damaged in any way. Pay particular attention to the power cord at the plug and where the cord exits the back of the unit.

The power cord should be unplugged from the wall outlet during a lightning storm or if the unit is to be left unused for a long period of time.

Immediately stop using the component and have it inspected and/or serviced by a qualified service agency if:

- The power supply cord or plug has been damaged.
• Objects have fallen or liquid has been spilled into the unit.
• The unit has been exposed to rain.
• The unit shows signs of improper operation
• The unit has been dropped or damaged in any way
Read Me First

Congratulations! You have purchased a remarkable preamplifier. Audiophiles who want to experience the P-9’s full potential should allow for the break-in period all high-quality audio components require. With your volume control set to a typical listening level, a 75-hour break-in is recommended, typically achieved by playing discs. The power amp does not need to be on.

For optimum performance, we suggest placing the P-9’s two boxes next to each other.

**WARNING!** Connect the provided 15-pin DC and control cable between the two boxes before applying AC.

**WARNING!** Use only a grounded AC power cord. Always turn on the preamp before turning on the power amp. When powering off, turn off the power amp first.

**WARNING!** Do not connect or disconnect the RCA input or output cables when the P-9 is in the ON position.

**WARNING! AC Input** - Every NuForce P-9 is shipped with a specific AC voltage setting: 100VAC, 117VAC, and 230VAC within a tolerance of +/- 10%. The units are not designed for universal AC application. Note: Nuforce cannot assume responsibility for damage resulting from incompatible AC voltages.

**Installing Batteries in Nuforce P-9 Remote Control**

Batteries are not pre-installed with the P-9 because of tighten air-cargo security measures. To install batteries, remove the only Philips head screw (2nd screw from the left as shown below) on the P-9 remote control and slide out the base plate. Please use a #3 Philips head screwdriver to prevent stripping the screw.

**Quick Set-up Instructions**

Connect the 15-Pin Control cable between the Control Box and Audio Box.

Connect a source component (CD player, for example) to Input 1. Connect the Pre-Out RCA or XLR interconnects to your amplifier’s inputs. Make sure that the On/Off switch is in the **Off** position before inserting the provided AC cord into the AC wall outlet.

For the P-9’s initial turn-on, be sure to follow these two steps:
Turn on the power supply to P-9 by setting the rear-panel AC On/Off switch to **On**. The Control Box’s front-panel LCM (liquid crystal display module) will light up briefly with the message **Nuforce Initialization**. After the initialization process is completed, the display will go blank.

Push and hold the Input Selection knob (left knob) for about one second, or press the remote’s **ON** button to activate the P-9.

Always turn the P-9 on or off using either the Input Selection knob on the Control Box or the remote control. Even when the P-9 is in the off position, its line-stage remains powered for thermal optimization.

Use the remote (1, 2, 3, 4, 5) or the Input Selection knob to select each input.

Turn the Control Box’s Volume knob clockwise to increase volume and counterclockwise to reduce volume. You will notice that the Analog Box’s motorized Volume knob moves in the same direction. The user can therefore adjust volume with the Analog Box’s Volume knob. The P-9’s unique design memorizes volume levels whether it’s been set with the remote’s logic volume or physical Volume knobs.

To turn the P-9 off, depress and hold the Input Selection knob for about one second. The P-9 will turn itself off while retaining the selected input and volume level. **Note:** The memory retention feature will not work if the rear panel On/Off switch is used to turn the P-9 off.

**Functions**

![Image of P-9: P-9 sits on top of the Control Box with the Analog Box also sitting on top of it.

Figure 1 shows the Analog Box sitting on top of the Control Box.
Figure 2 shows the connectors.

The Control Box’s front-panel:

**Input Selection knob** (left knob) - Push it in to turn P-9 On or Off. Turn the knob to select Inputs 1, 2, 3, 4, or 5.

**Volume knob** (right knob) - Turn the Volume knob clockwise to increase volume.

**Mute** - Push the Volume Knob in for one second to mute the P-9. Any key/action will un-mute P-9.

**Memory Retention** - After the P-9 is initially powered up, use the Input Selection knob or remote control to turn the P-9 off so that the P-9’s memory retains the last selected input and volume setting.

The Control Box’s rear-panel:

**Control** - Use the provided 15-pin cable to connect the DC voltage and logic control between the Control and Audio boxes. Please note, this 15-pin cable cannot be replaced by a standard VGA cable. (Nuforce utilized all 15-pins; standard VGA cables do not).

**Trigger In and Trigger Out** - A 12V DC trigger connected to the Trigger In turns on the P-9. The Trigger Out sends a 12V trigger signal whenever the P-9 is turned on or off with the logical control, remote, or Input knob.

The Analog Box’s front controls:

**Mechanical Volume knob** - In cases where the Analog box needs to be located at a significant distance from the Control box, we have provided as a convenience, a second manual volume control. The Dual-Drive mechanism tracks the mechanical volume knob and stores the level in the P-9’s memory.

The Analog Box’s rear connectors:

**Control** - This connector accepts the Control Box’s control and DC cable.

**Inputs 1-5** - These line-level inputs are for use with various source components, such as a CD player. Input 5 (see below) operates as a standard line-level input when the P-9 is active and behaves as a pass-through when the P-9 is off.
Bypass (Input 5) - Power-off Bypass: input 5 is directly routed to the outputs whenever the P-9 is in the off position. This facilitates integration with another device with its own volume control, such as a home-theater processor.

Pre Out, RCA - Volume-controlled line-level outputs.

Balanced Outputs - Balanced XLR output interconnects for use with amplifiers having balanced inputs. For bi-amp applications, both outputs (RCA and XLR) can be used simultaneously.

DIM - This feature is turned off as Factory default. To enable/disable DIM, press 'On' then '1'. Display will show 'DIM=ON' when enabled, 'DIM=OFF' when disabled. When DIM=ON, display’s backlight will be turned off when there is no activity after 10 seconds. Any activities (adj. volume, input, etc) will turn on the backlight display. However, turning the analog volume pot can not turn on the display’s backlight.

Remote Control:

The P-9 includes a simple remote control with the following functions:

Off - Turns off the P-9 while retaining the input and volume settings.
On - Turns the P-9 On.
Input Selection - Each push of the button will switch the P-9 to the next input.
Mute - Mutes volume. Turn or push any knob to un-mute.
Up - Volume increases.
Down - Volume decreases.
1, 2, 3, 4, 5 - Direct input access.

Note: A universal remote can be programmed to operate the P-9.
The NuForce P-9 Preamplifier

NuForce’s breakthrough P-9 Preamplifier is a low-noise, high-performance audio component housed in two discrete boxes. One contains three power supplies and microprocessor control logic; the other, an analog volume control, input selection relays and ultra-sensitive analog circuits. The boxes are similar in appearance to our Reference 9 Series power amplifiers.

The P-9 features a Dual-Drive control mechanism. Changes in volume is achieved via a full-function, custom-designed remote control interfacing with a digital volume control, or a manual Alps volume potentiometer. A microprocessor drives the high-performance Alps motorized pot in the analog chassis. A communication protocol feeds back the volume level to the microprocessor in order to synchronize level settings on the digital volume indicator and Alps volume pot. The P-9’s volume control is ultimately analog. As a convenience feature, the digital volume control acts only as an interface with the remote. Built-in memory stores the last-used input selection and volume level.

The heart of the P9 features an all-discrete, precision amplifier module employing ultra-low-noise, monolithic dual JFET’s, specially selected VMOS FETs and very flat hFE bipolar transistors in a dual-cascode design with a driven shield to reduce capacitive loading on the final voltage amp. These features combine to achieve a 5MHz power bandwidth with a S/N ratio is excess of 100dB, and a better than 120-dB dynamic range. The P-9’s exceptionally stable gain circuit has no capacitors or DC-servos in its signal path.

In laying out our design, we paid particular attention to isolation from external influences. To avoid sudden thermal drift or signal-related heating, the amp modules operate within heavy copper shields with internal thermal insulation. Each amp module has a self-contained shunt regulator to increase its isolation from the power supplies. Further, each module is fed from a separate isolated floating current source to further isolate the amp chain from potential ground-system noise. The control system sends DC only to the relays and the potentiometer’s motor. No logic circuitry with the attendant noise of clocks and fast edges contaminates the analog section’s low-level signals. The P-9’s overall isolation achieves a remarkably low noise floor while providing the convenience and ease of remote-control operation.

For the audiophile who wants to integrate a home theater system into an uncompromising audio system, the P-9 offers a novel bypass system connecting the main speakers’ power amps to the AV processor or AV receiver amp’s output, thus allowing for a seamless transition to THX multi-channel surround with bass management. This feature enables integration without the need for hands-on intervention. All that’s needed is a processor or receiver’s 12V trigger source.

Feature Summary:

- Two-box design
- Small 8-½” half-rack chassis
- Ultra low noise 1nV/√Hz JFETs
- Custom-made Alps motorized high-performance volume control
- Full microprocessor control with memory retention
- Dual-Drive volume mechanism
- No capacitors or DC-servo in the signal path
- Three discrete power supplies
- High-performance HT bypass integration
- Individual audio channels shielded with heavy copper and thermal barriers.
- Solid stainless steel back connector panel forming a solid signal ground reference

Specifications:
- Inputs: 5 RCA (including Home Theater bypass input)
- Outputs: 1 RCA, 1 XLR (XLR output is unbalanced)
- THD+N at 1kHz = 0.0004% at 20-20kHz = 0.003% at DC to 1MHz: < 0.05 %
- S/N = 100dB at 20-20kHz S/N > 90dB at DC to 1MHz
- Frequency Response at 20-20kHz = +0.02dB/-0dB at DC to 1Mhz = +0.5dB/-0dB at DC-2.5 MHz +0/-3dB
- Maximum output: 7V RMS
- Phase shift = 0
- Input impedance = 10K ohm
- Output impedance = 100 ohm
- Dimensions: 1.75"H x 8.5"W x 16"D
- Weight: 13 lbs (for Analog and Control boxes)
- Power 120V 60Hz (100V and 240V models available)
**Title and Delivery**

Buyer's order or shipment of Products to Buyer pursuant to Buyer's written purchase order. If NuForce accepts by shipment, then the

**Orders**

Subject to Section 0, a contract between NuForce and Buyer shall be formed only upon NuForce’ written acceptance of Buyer’s order or shipment of Products to Buyer pursuant to Buyer’s written purchase order. If NuForce accepts by shipment, then the acceptance shall only be for the quantity shipped.

**Title and Delivery**

Delivery is F.O.B. NuForce’ point of shipment (“Delivery”). NuForce may exercise NuForce’ own discretion in selecting the method of shipment. The risk of loss passes to Buyer upon delivery to the carrier at NuForce’ point of shipment. NuForce retains title to the Products until NuForce has received payment in full of all sums due in connection with the sale of Products to Buyer. NuForce hereby reserves and Buyer hereby grants to NuForce a purchase money security interest in the Products sold and the proceeds thereof, including accounts receivable, until Buyer pays NuForce the purchase price in full.

**Shipment and Delivery**

Any scheduled ship date quoted is approximate and not the essence of the contract. Claims of late delivery are barred unless made prior to receipt of Products. Buyer’s sole remedy for delay in or failure to deliver shall be cancellation of the applicable order.

**Pricing**

NuForce reserves the right to increase prices for any unshipped Products if the cost to NuForce for supplies, raw materials, labor or services is materially increased. The prices quoted on the attached purchase order shall be valid only for the period of time there indicated. All prices are exclusive of transportation, insurance, taxes, duties and other charges related thereto; unless NuForce receives a certified tax exemption from Buyer prior to shipment. Buyer agrees to indemnify, defend and hold NuForce harmless from any loss or expense arising out of or related to NuForce’ reliance on any tax exemption provided by Buyer.

**Payment**

Except as otherwise specifically designated on the invoice, payment shall be due and payable within 30 days from the date of the invoice. NuForce reserves the right at any time to modify or withdraw any credit extended to Buyer. If in NuForce’ sole discretion, NuForce may require full or partial payment in advance of any shipment of Product. If Buyer becomes delinquent in any payment to NuForce, NuForce has the right to suspend performance until such delinquency is corrected. Regardless of any statement appearing on a check in payment for Product, NuForce’ acceptance of such check shall not constitute a waiver of NuForce’ right to pursue the collection of any remaining balance. NuForce reserves the right to charge a late fee on late payments at the lesser of one and 1.5% per month or the maximum rate allowable by law, together with NuForce’ costs of collections including attorneys’ fees.

**Acceptance**

Use of the Products by Buyer or its agents, or the failure by Buyer to reject the Products within 5 days following Buyer’s delivery of such Products shall constitute acceptance by the Buyer.

**Limited Warranty and Limitation of Liabilities**

**Full Refund Period**

For a period of 30 days after shipment (the “Refund Period”), Buyer may return the Products to NuForce for a full refund. To qualify for this refund, the Products must be returned in their original packaging and a 15% restocking fee will apply to damaged (including blemish on product’s surface) Products.

**Limited Warranty**

For a period (as specified in the Warranty Coverage section) after conclusion of the Refund Period, NuForce warrants (i) this product against defects in materials and workmanship, and (ii) that each Product, unmodified and under normal use and conditions, will substantially comply with NuForce’ applicable written technical documentation for the Product. NuForce reserves the right to make substitutions and modifications from time to time in the specifications of Products sold by NuForce, provided that such substitutions or modifications do not materially affect overall Product performance.

**Limitations**

EXCEPT FOR NUFORCE’ LIMITED WARRANTY SET FORTH IN SECTION 0 ABOVE, NUFORCE SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT. THE EXPRESS WARRANTY IN SECTION 0 ABOVE SHALL EXTEND TO BUYER ONLY AND NOT TO BUYER’S CUSTOMERS OR ANY THIRD PARTY. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF NUFORCE CONCERNING THE PRODUCTS OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 0. BUYER WILL BE SOLELY RESPONSIBLE FOR AND WILL INDEMNIFY, DEFEND AND HOLD HARMLESS NUFORCE FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, COSTS AND EXPENSES RELATED TO ANY WARRANTIES WITH RESPECT TO THE PRODUCTS OTHER THAN THOSE SET FORTH IN SECTION 0 OR ANY USE OF THE PRODUCTS OR RESALE OF THE PRODUCTS.

**Liability**

With respect to any claims asserting breach of the limited warranty set forth in Section 0, NuForce’ exclusive liability and Buyer’s sole remedy, is at NuForce’ option, to replace or repair the defective Product or to issue credit to Buyer for the purchase price of the Product (without interest), provided that prior to any replacement, repair or credit the following conditions are satisfied:

1. NuForce is promptly notified in writing by Buyer upon discovery of any such default;
2. The defective Product is returned to NuForce, transportation charges prepaid by Buyer, accompanied by a brief statement explaining the alleged defect; and
3. NuForce’ examination of such Product shall disclose to NuForce’ satisfaction that such failures did not arise as a result of misuse, abuse, improper installation or application, repair, alteration, or accident, or negligence in use, storage, transportation or handling by anyone
other than NuForce. Any replacement Product will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. NuForce shall in no event be responsible for any labor costs, or otherwise, incurred by Buyer incident to the replacement of any defective Product. If NuForce determines that the returned Product conformed to the warranties, NuForce will return the Product to Buyer at Buyer’s expense.

NUFORCE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, DATA, INJURY TO REPUTATION OR LOSS TO CUSTOMERS, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, SALE, USE, PERFORMANCE OR FAILURE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF NUFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL NUFORCE’ LIABILITY TO BUYER ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO NUFORCE BY BUYER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

Default. If Buyer becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors or is otherwise unable to meet Buyer’s obligations as they come due, NuForce may decline to make further shipments without in any way affecting NuForce’ rights under these Terms. If, NuForce elects to continue to make shipments, NuForce’ action shall not constitute a waiver of any default by Buyer or in any way affect NuForce’ legal remedies of any such default.

Assignment. Buyer shall not assign Buyer’s order or any interest in or any rights hereunder without the prior written consent of NuForce.

Confidentiality. Buyer acknowledges that Buyer may gain access to trade secrets and confidential information of NuForce. At all times Buyer agrees not to disclose NuForce’ trade secrets or confidential information to any third party without the express written consent of NuForce. Buyer further agrees to undertake all steps necessary to maintain the secrecy of NuForce’ trade secrets and confidential information.

Miscellaneous. All notices, authorizations, and requests shall be deemed given on receipt. These Terms shall be governed by the laws of the State of California without reference to that state’s choice of law provisions. The California state courts of Santa Clara County, California or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. All waivers of the exercise any remedy or option provided herein, or to require any performance by Buyer must be in a writing signed by NuForce. If any provision of these Terms is declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect. Nonperformance of either party, except for the making of payments, shall be excused to the extent that performance is delayed or rendered impossible by any reason where failure to perform is beyond the reasonable control of the non-performing party.
NuForce Three (3) Year Limited Warranty
Reference 9 V3SE and MCH-300SEC7 have five year warranty. All other products in the Reference and MCH series have three year warranty.

WARRANTY COVERAGE

NuForce's warranty is specified in NuForce Terms and Conditions of Sale. If a defect exists, at its option NuForce will (1) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. A replacement product/part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes NuForce's property. When a refund is given, your product becomes NuForce's property.

OBTAINING WARRANTY SERVICE

If you purchased the product in the U.S., deliver the product, at your expense, to any NuForce Service Center located in the U.S. If you purchased the product outside of the U.S., deliver the product to any NuForce Authorized Importer in the country where you purchased the product. Be aware, however, that not all countries have NuForce Authorized Service Providers and not all Authorized Service Providers outside the country of purchase have all parts or replacement units for the product. If the product cannot be repaired or replaced in the country it is in, it may need to be sent to a different country or returned to the country of purchase at your expense for repair or replacement. You can always deliver the product to NuForce’s U.S. main service center for obtaining warranty service.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for NuForce that can be identified by the "NuForce" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-NuForce hardware products or any accessories, even if packaged or sold with NuForce hardware. Non-NuForce manufacturers, suppliers, may provide their own warranties. Other accessories distributed by NuForce under the NuForce brand name are not covered under this Limited Warranty. This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-NuForce products; (b) to damage caused by service performed by anyone who is not an NuForce Authorized Service Provider; (c) to a product or a part that has been modified without the written permission of NuForce; or (d) if any NuForce serial number has been removed or defaced. THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NUFORCE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF NUFORCE CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. No NuForce reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. NUFORCE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY,
ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH NUFORCE PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. NUFORCE SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state or province.

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