

Dial-Up Modem Limited Warranty

Zoom Telephonics, Inc. (hereinafter "Zoom") warrants this product against defects in material and workmanship for a warranty period of two years. The two year warranty may be extended only by Zoom as required by local law in the country where this modem is sold by Zoom. This warranty applies to the original end-user purchaser.

For all Zoom products other than software, Zoom will, solely at its option, repair or replace this product with a functionally equivalent new or factory-reconditioned product during the warranty period. The consumer will deliver the product to Zoom. All transportation risks and costs in connection with this warranty service are the responsibility of the consumer. After the first year of ownership a small shipping and handling fee may be charged on units returned to Zoom.

Zoom will replace software at no charge if there is a defect in materials or workmanship for a period of 30 days from date of original retail purchase, provided the defective software is returned to Zoom. Shipments from Zoom will normally be via U.S. Mail. Software products supplied by Zoom are sold "as is," without warranty, either expressed or implied, as to function, application, merchantability, performance, and quality.

Zoom is not responsible for incidental or consequential damages, and is not responsible for damages resulting from the breach of any expressed or implied warranty. Zoom is not responsible for any costs of recovering, reprogramming, or reproducing any programs or data stored or used with the Zoom products, damage to property, and to the extent permitted by law, damages for personal injury.

This warranty is in lieu of all other warranties, expressed or implied. We do not assume or authorize assumption for us of any other warranty expressed or implied. Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you.

This warranty does not apply if the Zoom product has been damaged by accident, abuse, lightning or other natural disasters, misuse or misapplication, or if it has been modified without the written permission of Zoom, or if any serial number has been removed or defaced.

This warranty shall not be applicable to the extent that any provisions of this warranty are prohibited by any federal, state, or municipal law that cannot be preempted. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or country to country.