

# Limited Global Warranty

## PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY, BECAUSE IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS

For products sold in North America, including Canada, Mexico and the United States, this limited global warranty is issued only by BlueAnt Wireless, Inc.

For products sold in Australia, New Zealand and Europe, this limited global warranty is issued only by BlueAnt Wireless Pty Ltd.

Subject to the exclusions contained below, this warranty is issued to the first consumer purchaser of the BlueAnt Products (see [www.blueantwireless.com](http://www.blueantwireless.com) for a full list of BlueAnt Products), BlueAnt-branded or certified accessories sold for use with these Products ("Accessories") and BlueAnt software contained on CD-ROMs or other tangible media and sold for use with these Products ("Software") to be free from defects in materials and workmanship under normal consumer usage for the period outlined below.

The first consumer purchaser agrees that there have been no affirmations of fact, promises, or representations made by BlueAnt relating to the Products and becoming part of the basis of the bargain. The descriptions of the Products covered by this Limited Warranty are for purposes of reference only, and there is no express or implied warranty that any Products conform to the description.

**THIS LIMITED WARRANTY IS A CONSUMERS EXCLUSIVE AND SOLE REMEDY,** and applies as follows to new BlueAnt Products purchased by consumers in the United States of America, Canada, Australia, New Zealand or other countries or territories where an authorized BlueAnt distributor has been appointed, and which are accompanied by this Limited Warranty.

## Length of Coverage

One (1) year from the date of purchase by the first consumer purchaser of the Product.

## Exclusions

**Normal wear and tear:** Periodic maintenance, repair and replacement of limited-life consumable products (eg microphone windscreens, ear cushions, ear tips, decorative finishes, batteries and other accessories) due to normal wear and tear are excluded from coverage.

**Abuse and misuse:** Defects or damage that result from:

- improper operation, storage, misuse or abuse, accident or neglect, including but not limited to physical damage (cracks, scratches, etc) to the surface of the product;

- contact with liquid, water, rain, extreme humidity or heavy perspiration (unless your product is specified as waterproof), sand, dirt or the like, extreme heat, or food;
- use of the Products for commercial purposes or subjecting the Products to abnormal usage or conditions; or
- other acts which are not the fault or negligence of BlueAnt, are excluded from coverage.

**Use of non-branded or non-certified BlueAnt Products:** Defects or damage that result from the use of Non-BlueAnt branded or certified Products, accessories, software, chargers or other peripheral equipment are excluded from coverage, unless your BlueAnt device was supplied without an AC charger.

**Use with genuine OEM supplied equipment:** BlueAnt Products are only warranted to work with genuine Original Equipment Manufacturer (OEM) supplied mobile phones and accessories as originally manufactured. BlueAnt Products are expressly not warranted for use with any tampered or modified third party devices where such modifications have been made without the approval of the OEM or its authorized representatives.

**Unauthorized service or modification of BlueAnt Products:** Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than BlueAnt, or its authorized service centers, are excluded from coverage.

**Altered or modified Products:** Products with:

- serial numbers or date tags that have been removed, altered or obliterated;
  - broken seals or seals that show evidence of tampering;
    - mismatched board serial numbers;
  - non-conforming or non-BlueAnt housings or parts; or
- any other alterations or modifications not approved by BlueAnt are excluded from coverage.

**Communication devices:** Defects, damages, or the failure of Products due to any communication service, device or signal you may subscribe to or use with the Products is excluded from coverage.

## Who is Covered?

This Limited Warranty extends only to the first consumer purchaser, and is not transferable.

## What Will BlueAnt Do?

Consumers who believe their BlueAnt Products are faulty should contact the authorized customer service centers outlined below. Products will be confirmed to be faulty by BlueAnt, in its sole judgment, upon testing by BlueAnt or its authorized service centers. If a Product is found to be faulty under the terms of this Limited Warranty, BlueAnt will, at its option, repair or

replace any Products that do not conform to this warranty. This shall be the consumer's sole remedy. BlueAnt reserves the right to use functionally equivalent reconditioned/refurbished/pre-owned or new Products, accessories or parts in the warranty process. No hardware, data, software or applications added to your Product, including but not limited to personal contact details, speed dial numbers, language voice prompts and ringer tones, will be reinstalled. To avoid losing such hardware, data, software, and applications, please create a backup or remove the hardware prior to requesting service.

## **How to Obtain Warranty Service or Other Information**

In order for you to obtain performance under this Limited Warranty, you must contact one of BlueAnt's authorized customer service centers.

You will receive instructions on how to ship the Products to a BlueAnt authorized customer service center. You will be liable for all costs associated with shipping the Products to the BlueAnt authorized customer service center.

To obtain service, you must include:

- a Return Authorization (RA) form obtained from a BlueAnt Authorized Customer Service Center;
- a copy of your receipt, bill of sale, or other comparable proof of purchase;
  - Your BlueAnt Product.

No returns will be accepted without an appropriately completed RA form.

## **What Other Limitations Are There?**

**THE REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER. BLUEANT MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED. THIS EXPRESS LIMITED WARRANTY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY SUCH IMPLIED WARRANTIES, WHICH EXCEED THE AFORESAID OBLIGATION, ARE HEREBY DISCLAIMED BY BLUEANT, AND EXCLUDED FROM THIS EXPRESS LIMITED WARRANTY. THERE ARE NO OTHER WARRANTIES FOR THIS PRODUCT WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR PERTAINING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTY OR CONTRACT FOR SALE, MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**

**IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL BLUEANT BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING, BUT NOT LIMITED**

**TO NEGLIGENCE), OR UNDER ANY WARRANTY, FOR: (1) DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT; (2) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER TYPE OF DAMAGES (INCLUDING WITHOUT LIMITATION, ATTORNEYS FEES AND COSTS) OF ANY KIND; (3) ANY LOSS OF REVENUE OR PROFITS; (4) ANY LOSS OF BUSINESS, OR GOODWILL; (5) ANY LOSS OF INFORMATION, DATA, SOFTWARE, APPLICATIONS; OR (6) ANY OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW. THE PRICE PAID FOR THE PRODUCT IS A CONSIDERATION IN LIMITING BLUEANTS LIABILITY TO REPAYMENT OF NO MORE THAN THE PURCHASE PRICE PAID BY THE CONSUMER.**

**THE CONSUMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF USE OR POSSESSION OF ANY BLUEANT PRODUCT COVERED BY THIS LIMITED WARRANTY WHICH IS NOT THE FAULT OR NEGLIGENCE OF BLUEANT.**

Some states, countries and jurisdictions do not allow the limitation or exclusion of liability, or incidental or consequential damages, or limitation on the length of an implied warranty, 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 from state to state or from one jurisdiction to another.

The consumer acknowledges and agrees that he or she has read, or has voluntarily chosen not to read, after being given a reasonable opportunity to do so, the instruction manual for this Product which is available at [www.blueantwireless.com](http://www.blueantwireless.com), prior to use.

The consumer further acknowledges and agrees that he or she has read, or has voluntarily chosen not to read, after being given a reasonable opportunity to do so, the Limited Warranty for this Product.

The consumer acknowledges and agrees to all terms stated within this Limited Warranty.

The first consumer purchaser acknowledges and agrees that he or she shall not be deemed to be a merchant.

Laws in the United States of America and other countries preserve for BlueAnt certain exclusive rights for copyrighted BlueAnt software such as the exclusive rights to reproduce and distribute copies of the BlueAnt software. BlueAnt software may only be copied into, used in, and redistributed with, the Products associated with such BlueAnt software. No other use, including without limitation disassembly of such BlueAnt software or exercise of the exclusive rights reserved for BlueAnt, is permitted.

## **Export Law Assurances**

This Product is controlled under the export regulations of the United States of America, Australia and Canada. The Governments of the United States of America, Australia and Canada may restrict the exportation or re-exportation of this Product to certain destinations. For further information contact the U.S. Department of Commerce, the Australian Customs Department or the Canadian Department of Foreign Affairs and International Trade.

## **Product Registration**

Product registration is an important step toward enjoying your new BlueAnt Product. Registering helps us facilitate warranty service, and permit us to contact you should your Product require an update or other service.

**FAILURE TO REGISTER THE PRODUCT DOES NOT DIMINISH THE CONSUMER'S WARRANTY RIGHTS.**

Please retain your original dated sales receipt for your records. For warranty service of your BlueAnt Product you will need to provide a copy of your dated sales receipt to confirm warranty status.

## **Trademarks and Patents**

BlueAnt and other trademarks are trademarks of BlueAnt and may not be used without permission. The BlueAnt logo is registered in the U.S. Patent and Trademark Office and globally with the World Intellectual Property Organization under the Madrid protocol.

The Bluetooth word, mark, and logos are owned by the Bluetooth SIG, Inc. and any use of such marks by BlueAnt Wireless is under license.

The names of other companies, products and services are the property of their respective owners.

BlueAnt reserves its rights absolutely on any and all of its patents and patents pending globally.

## **Severability**

If any clause or provision of this Limited Warranty is negated because a provision or clause, or application thereof, is held invalid, and such invalidity would change or modify the obligations of the parties as contemplated in light of the assumed validity of such provision or clause, or application thereof, the remainder of this Limited Warranty shall not be affected.

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.