

Berlin Acoustics, Inc. - Limited Warranty

What Does The Limited Warranty Cover?

This limited warranty ("**Limited Warranty**") covers all defects in materials and workmanship on every Product you purchase for the duration of the applicable Warranty Period (as defined below), subject to certain exceptions.

How Long Does The Coverage Last?

Every Product purchased directly from Berlin Acoustics, Inc. or any Authorized Seller (as defined below) is warranted as set forth above from the date on which the Product is delivered to you ("**Initial Purchase**") for a period of two (2) years (the "**Warranty Period**"). A Warranty Exchange or Repair (as defined below) of a Product does not extend the Warranty Period beyond the two (2) year term which took effect on the date of the Initial Purchase of a Product. If you sell your Product to an individual in a non-commercial, private sale, the remaining duration of the Limited Warranty can be transferred to that private buyer provided that the original invoice or receipt of purchase of the Product is also delivered to the private buyer.

An "Authorized Seller" is any merchant that has a reseller, vendor or other distribution agreement with Berlin Acoustics, Inc. authorizing the consumer sale of the Product, including but not necessarily limited to Amazon.com. Only products sold directly by Amazon.com or another authorized merchant are made by an Authorized Seller.

What Will Berlin Acoustics, Inc. Do?

If Product defects occur within the Warranty Period, we will, at our discretion, either replace or repair the Product at our expense (including the cost of parts and labor for repair) ("**Warranty Exchange or Repair**"). In the event that a device, which is identical in every respect, is no longer available in our product line, we are entitled to replace the Product with a device that, in our discretion, is technically and functionally equivalent to the defective Product. In the event the Product is a set of devices, we are obligated only to replace or repair the defective component or device, and not the whole set (unless we determine in our discretion that such replacement or repair is necessary to satisfy our Limited Warranty).

What Is Not Covered By This Limited Warranty?

This Limited Warranty does not cover:

- (1) defects occurring after the Warranty Period expires;
- (2) malfunctions or damage as a result of Product use contrary to intended use, mishandling or electrical or mechanical overload;
- (3) defects, malfunctions or damage if a repair attempt was made by anyone other than authorized repair personnel, which voids the Limited Warranty;
- (4) defects, malfunctions or damage if you have removed, changed or exchanged components of the Product (other than as performed by an authorized service facility);
- (5) fan shop articles (such as T-shirts) or products given by Berlin Acoustics, Inc. free of charge as a promotion;
- (6) any Product purchased from a seller or reseller other than an Authorized Seller.

Attempted or actual refinishing or repainting of the Product housing voids the Limited Warranty.

IN NO EVENT WILL BERLIN ACOUSTICS, INC. BE LIABLE FOR ANY LOST DATA OR REVENUE, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Berlin Acoustics, Inc.'s sole liability, and your sole remedy, for breach of this Limited Warranty will be a repair or replacement of the applicable Product with the same or a technically and functionally equivalent Product, or, only if neither of the foregoing is reasonably available, a refund of the amount you paid.

Except as expressly set forth herein, Berlin Acoustics, Inc. makes no warranties, whether express, implied, statutory or otherwise, with respect to its Products. Berlin Acoustics, Inc. hereby specifically disclaims all other express, statutory and implied warranties and conditions, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement and the implied condition of satisfactory quality. Except as expressly set forth herein, our Products are supplied on an "as is" basis without warranty. You assume all responsibilities for selection of a product to achieve your intended results, and for the installation and use of the Product. Some States do not allow a limitation on implied warranties, and so the foregoing disclaimer may not apply to you. Any implied warranties that may exist under the laws of your jurisdiction are limited to the two (2) year duration of the Limited Warranty.

How Does the Law of Your State Apply?

This Limited Warranty gives you specific legal rights. You may also have other rights which vary from jurisdiction to jurisdiction.

How Do You Obtain Warranty Service?

Please first contact our Customer Support Team by calling our telephone hotline at **1-888-983-1276** or sending an email to **support@us.raumfeld.com**.

- If our Customer Support Team determines that your problem qualifies for Limited Warranty Service, you will be issued an RMA number.
- Carefully package your Product along with a copy of the RMA form and follow the Instructions for Returns below.

Instructions for Returns

Returns under the Limited Warranty, must be made as follows:

- Before returning your Product you must obtain an RMA as referenced above.
- You agree to pack the Product that you are returning in a careful manner to protect against damage, freight prepaid, together with all accessories and any packaging and accessories, and together with the RMA and copy of your purchase receipt.
- The returned Product must be in the original package and free of any damage caused by shipping.
- If we determine to repair or replace your Product under the Limited Warranty, we will pay the return costs for ground shipping to you. If we reasonably determine that the Product you returned is not defective, we will contact you and will arrange for reshipment to you at your cost. If you decline to pre-pay such return shipping costs, we are under no obligation to return such non-defective Product to you.

In order to process your request we will need you to provide us with the following:

- The Invoice Number (e.g. 4322543) or original receipt which was shipped with your Product, or the order confirmation you received via email as a PDF file at the time you acquired your Product.
- The Serial Number which can be found on the back side of your Product (e.g. RF 04007480121A 1546 00177).
- You must provide us with a malfunction description. Please describe the exact nature of the malfunction or defect and the circumstances under which it occurs.
- Send the Product to the appropriate address based on your specific location. You may not hand-deliver your Product to the addresses provided, even if you are local. These locations are not set up to receive visitors.