

The terms of this Plantronics Worldwide Limited Warranty ("Limited Warranty") shall apply to purchases of Plantronics products.

### **Who does this Limited Warranty cover?**

Consumers located in Europe and Africa, refer to the "Limited Warranty in Europe and Africa" terms and conditions which are also provided at <http://www.plantronics.com/warranty> for the warranty information and requirements specific to these regions.

This Limited Warranty gives you, the original end-user purchaser, express limited warranty rights from Plantronics, the manufacturer.

### **What products does this Limited Warranty cover?**

This Limited Warranty covers Plantronics products purchased in original Plantronics packaging from Plantronics, its subsidiaries or its authorised resellers.

### **How to obtain warranty service**

Products purchased in one country or region are eligible for warranty service in other countries or regions where Plantronics or its authorised service providers offer warranty service for the same product model number; however, the Warranty Period provided in the country where the product was purchased shall apply. **The warranty terms (including those stated here), service availability and service response times may vary from country or region to country or region.** Standard warranty service response time is subject to change due to local parts availability. Contact the Plantronics authorised service provider in your region for details.

To obtain warranty service in the United States, visit [www.plantronics.com/warranty](http://www.plantronics.com/warranty) to request warranty service in the United States.

To obtain warranty service within Europe and Africa, refer to the "Limited Warranty in Europe and Africa" terms and conditions which are also provided at [www.plantronics.com/warranty](http://www.plantronics.com/warranty)

For warranty service in all other countries, visit [www.plantronics.com/warranty](http://www.plantronics.com/warranty) or contact your local authorised Plantronics reseller.

### **What is the Period of Coverage?**

The term of the warranty begins from the date of purchase. Your dated sales receipt showing the date of purchase is your proof of purchase. The warranty period varies by product and is generally 1, 2 or 3 years; consult your original Plantronics product packaging or user information provided by Plantronics at the time of purchase for the warranty term specific to your product ("Warranty Period"). Plantronics' obligation under this Limited Warranty to repair or replace products that manifest a defect in materials or workmanship ceases upon the expiration of the Warranty Period.

## **Which products are not covered by this Limited Warranty?**

This Limited Warranty does not cover: 1) products purchased from an unauthorised reseller; 2) use of products in call centres not designed for call centres; 3) products purchased through online auctions; 4) products that are operated in combination with software, peripheral or ancillary equipment such as but not limited to batteries, chargers, adapters, headsets, connector cables and power supplies ("Ancillary Equipment") not furnished or otherwise certified by Plantronics for use with the Plantronics products or any damage to the Plantronics products or ancillary equipment as a result of such use; 5) damage caused by (a) accident, fire, misuse, neglect, unusual physical or electrical stress or modification; (b) improper or unauthorised installation, wiring, repair, testing or (c) use of the product outside Plantronics published guidelines; 6) instances in which someone other than Plantronics (or its authorised service centres) tests, alters, modifies or services the products in any way; 7) products that have (a) serial numbers or date tags that have been removed or altered or (b) nonconforming or non-Plantronics housings or parts; and 8) consumable spare parts and accessories (unless they are found to be non-functional or broken upon purchase of product), such as:

- a. Cases and case parts
- b. Modular plugs
- c. Cradles
- d. Headbands
- e. Lanyards
- f. Pouches
- g. Voice tubes
- h. Decorative finishes
- i. Switches
- j. Ear tips, ear tip kits, ear cushions, ear loops and ear budeez
- k. Customer-replaceable standard batteries

## **What will we do to correct problems?**

During the Warranty Period, Plantronics will repair or replace, at its discretion, products that manifest defects in materials or workmanship if you provide notice to Plantronics and return the product to Plantronics in the manner described below.

Plantronics may repair or replace products under this Limited Warranty (a) with new or previously used products, parts or components equivalent to new in performance and reliability or (b) with remanufactured products using new components or new and used or reconditioned components equivalent to new in performance and reliability or (c) with a product equivalent to an original product that has been discontinued. If these replaced or repaired products, parts or components manifest a defect in materials or workmanship during the greater of 12 months following their repair and/or replacement or during the remainder of the Warranty Period for the product they replaced or in which they were installed, Plantronics, at its discretion, will repair or replace these products or parts.

For products sold with customised, user-replaceable batteries manufactured by Plantronics, in the event the battery fails during the Warranty Period, Plantronics will replace the battery. For products sold with batteries that are not user-replaceable, in the event the battery fails during the Warranty Period, Plantronics will replace the product.

When a product or part is replaced, the replacement item becomes your property and the returned product or part becomes the property of Plantronics.

In the unlikely event that your product has recurring failures or Plantronics is unable to repair or replace the product, Plantronics will provide you with a replacement product selected by Plantronics that is the same or equivalent to your product in performance. This is your exclusive remedy for a defective product.

### **What exclusions and limitations apply to this Limited Warranty?**

PLANTRONICS MAKES NO OTHER EXPRESS WARRANTY WHETHER WRITTEN OR ORAL AND PLANTRONICS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW OF JURISDICTIONS OUTSIDE THE UNITED STATES, PLANTRONICS DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN THE UNITED STATES, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE WARRANTY PERIOD AS PROVIDED BY PLANTRONICS IN THE MATERIALS RECEIVED AT THE TIME OF PURCHASE.

No warranty is made that the software provided by Plantronics will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error free or that all defects in the software products will be corrected.

### **Limitation of liability**

THE MAXIMUM LIABILITY OF PLANTRONICS UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF THAT PRODUCT OR ANY COMPONENT OR PART THAT MALFUNCTIONS IN CONDITIONS OF NORMAL USE. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL PLANTRONICS BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. PLANTRONICS IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A

CONTRACT CLAIM OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED PLANTRONICS OR AN AUTHORISED REPRESENTATIVE OF PLANTRONICS OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

**What law governs this warranty?**

THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT WAS ORIGINALLY PURCHASED. FOR CONSUMER TRANSACTIONS, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

For United States residents, any disputes arising out of this Limited Warranty or otherwise relating to your purchase of the Plantronics product that is the subject of this Limited Warranty, whether based on contract, tort, fraud or any other legal theory, shall be governed by the law of the state in which you currently reside, without regard to its conflict-of-law principles.

**What other legal rights may exist?**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.