

PHOENIX AUDIO TECHNOLOGIES  
LIMITED PRODUCT WARRANTY

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

**THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT <http://www.phnxaudio.com/warranty/limitedwarranty.pdf> OR IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.**

**WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM MECHANICAL, ELECTRICAL, AND SOFTWARE DEFECTS IN MATERIALS AND WORKMANSHIP.**

**WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.**

**OUR RESPONSIBILITY FOR THE DEFECTIVE PRODUCT IS LIMITED AS DESCRIBED BELOW IN THIS LIMITED WARRANTY STATEMENT.**

**1. WHO MAY USE THIS LIMITED WARRANTY?**

Phoenix Audio Technologies, located at address 2552A White Rd., Irvine, California 92614 ("**we**", "**us**", "**our**", or its derivations) extends this two (2) year limited product warranty (this "**limited warranty**") only to the consumer who originally purchased the product to which this limited warranty applies ("**you**", "**your**"). It does not extend to any subsequent owner or other transferee of the product. It does not cover anyone not located in the United States at the time coverage is sought under this limited warranty.

To obtain coverage under this limited warranty, you must (a) purchase the product which this limited warranty covers (and provide us with a sales receipt or other evidence acceptable to us showing your purchase); (b) provide us with the serial number of the product for which you purchased the warranty; and (c) provide us with information about you, if we request it. This limited warranty is expressly conditioned upon and valid only upon the satisfaction of the foregoing requirements of (a) through (c), and our receipt of any and all required payments in connection with the foregoing requirements of (a) through (c).

**2. WHAT DOES THIS LIMITED WARRANTY COVER?**

This limited warranty covers mechanical, electrical, or software defects in materials and workmanship of the product purchased by you from us (the "**product**") for the Warranty Period as

defined below, and this limited warranty is specific to the product for which you purchased this limited warranty.

### **3. WHAT DOES THIS LIMITED WARRANTY NOT COVER?**

This limited warranty does not cover any damage (“**excluded events**”) due to: (a) incidental events (e.g., coffee spills, water damage, damage resulting from dropping the product, or fire damage); (b) transportation; (c) storage; (d) improper use; (e) failure to follow the product instructions or to perform any preventive maintenance; (f) modifications; (g) unauthorized repair; (h) normal wear and tear; (i) misuse; (j) external causes such as accidents, abuse, or other actions or events beyond our reasonable control; or (k) damages or repairs that, in our opinion, result from similar events.

This limited warranty does not cover incidentals, general customer dissatisfaction (such as in the case of “buyer’s remorse”), lost peripherals (e.g., misplaced cables or power supplies needed to use the product), or any damage not caused by a mechanical, electrical, or software defect.

### **4. WHAT WILL WE DO UNDER THIS LIMITED WARRANTY/WHAT ARE YOUR REMEDIES?**

In the event of a mechanical, electrical, or software defect, malfunction, or other failure of the product not, in our opinion, the result of excluded events, we will remedy the failure or defect without charge to you. We can choose to:

- Repair the product or defective, malfunctioning, otherwise failing parts in the product within a reasonable time as solely determined by us; OR
- Replace the product or defective, malfunctioning, otherwise failing parts in the product within a reasonable time as solely determined by us.

In order to obtain warranty coverage: (1) you must have proof of your properly-obtained limited warranty pursuant to Section 1 of this limited warranty; (2) an excluded event must not have occurred with respect to the mechanical, electrical, or software defect, malfunction, or other failure in the product and/or its part(s); and (3) you must obtain a return authorization number and other return shipping information from us to allow you to ship the product and/or part of the product back to us.

As part of these limited warranty services, we will offer (a) phone and e-mail support (see contact information in Section No. 6 below); (b) free software upgrades for the purchased product, if applicable; and (c) no costs for any of the replacement parts or labor needed to make the product function as warranted. No other services or repair work are included in this limited warranty other than the repairs and services expressly described in this Section No. 4.

### **5. WHAT IS THE PERIOD OF COVERAGE?**

This limited warranty begins on the date of your purchase of the product and lasts for two (2) years, subject to the requirements described in Section No. 1, subsections (a) through (c) of this limited warranty (the “**Warranty Period**”). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not cover periods before the change went into effect.

## **6. HOW DO YOU OBTAIN LIMITED WARRANTY SERVICE?**

To obtain limited warranty service, you must call (818) 937-4774 or email our Customer Service Department at support@phnxaudio.com during the Warranty Period. No limited warranty service will be provided without satisfying the requirements described in Section No. 1, subsections (a) through (c) of this limited warranty.

## **7. LIMITATION OF LIABILITY**

**EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT, NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, APPLIES TO THE PRODUCT. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**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.**

## **8. WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?**

Any controversy or claim arising out of or relating in any way to this purchase or attempted purchase of this limited warranty directly from us shall be brought on an individual, and not on a class action basis, shall be exclusively subject to binding arbitration, which shall be administered by the American Arbitration Association, and decided by one (1) arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. By purchasing this limited warranty, you further agree that the arbitrator, and not any federal, state, or local court or agency shall have exclusive authority to resolve any controversies, claims, or other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this limited warranty.

By purchasing this limited warranty, you understand and agree that you are waiving and hereby waive your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle any disputes between you and us.