

### Warranty

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ClearOne Communications, Inc. (Manufacturer) warrants products to be free of defects in both materials and workmanship. Should any part of a product be defective, the Manufacturer agrees, at its option, to:

a. Repair or replace any defective part free of charge (except transportation charges) for a period of two years from the date of installation for the end-user, provided the owner returns the product to the Manufacturer at the address set forth below.

No charge will be made for parts or labor during this period;

b. Furnish replacement for any defective parts in the product for a period of two years from the date of original purchase. Replacement parts shall be furnished without charge, except labor and transportation.

This Warranty excludes assembled products not manufactured by the Manufacturer whether or not they are incorporated in a Manufacturer product or sold under a Manufacturer part or model number.

#### **This Warranty is Void if:**

a. The product has been damaged by negligence, accident, act of God, or mishandling, or has not been operated in accordance with the procedures described in the operating and technical instructions; or,

b. The product has been altered or repaired by other than the Manufacturer or an authorized service representative of the Manufacturer; or,

c. Adaptations or accessories other than those manufactured or provided by the Manufacturer have been made or attached to the product which, in the determination of the Manufacturer, shall have affected the performance, safety or reliability of the product; or,

d. The product's original serial number has been modified or removed.

NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, APPLIES TO THE PRODUCT. MANUFACTURER'S MAXIMUM LIABILITY HEREUNDER SHALL BE THE AMOUNT PAID BY THE END-USER FOR THE PRODUCT. No person or entity authorized to assume any obligation or other liability in connection with the products. No action, regardless of form, arising out of or relating to the product or this Warranty, may be brought by end-user more than two (2) years after the cause of action has accrued.

Manufacturer shall not be liable for punitive, consequential, or incidental damages, expenses, or loss of revenue or property, inconvenience, or interruption in operation experienced by the end user due to a malfunction in the purchased product. No warranty service performed on any product shall extend the applicable warranty period.

In case of unsatisfactory operation, the end-user shall promptly notify the Manufacturer at the address set forth below in writing, giving full particulars as to the defects or unsatisfactory operation. Upon receipt of such notice, the Manufacturer will give instructions respecting the shipment of the product, or such other matters as it elects to honor this warranty as above provided. This warranty does not cover damage to the product during shipping and the Manufacturer assumes no responsibility for such damage. All shipping costs shall be paid by the customer.

This warranty extends only to the original end-user and is not assignable or transferable. This Warranty is governed by the laws of the State of Utah, without regard to the conflicts of interests provisions thereof.