



## CLEAR-COM STANDARD LIMITED WARRANTY

This document details the Clear-Com Standard Limited Warranty for all new products for sale within all regions.

**EXCEPT AS SET FORTH HEREIN ("LIMITED WARRANTY"), CLEAR-COM MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

**1. Standard Limited Warranty.** Clear-Com warrants each of its products, including supplied accessories and repair parts, against defects in material or workmanship for the time periods as set forth below provided it was purchased from an authorized Clear-Com dealer or distributor. Products purchased through discount websites, mail order outlets, or any other unauthorized source are not covered by nor entitled to Clear-Com's factory warranty coverage.

- a) Pursuant to this Limited Warranty, Clear-Com will, at its option:
  - i) repair the product using new or refurbished parts, or;
  - ii) replace the product with a new or refurbished product.
- b) Remedies: In the event of a defect, the rights detailed in 1 (a) are your exclusive remedies. For purposes of this Limited Warranty, "refurbished" means a product or part that has been returned to its original specifications.
- c) Standard Warranty Period (by Product):
  - i) All Clear-Com brand systems and products, including wired and wireless belt packs, have a Limited Warranty of two years, with the following exceptions:
    - (1) Clear-Com headsets, handsets, microphones, UHF wireless IFB products, and the following DX and PRO products: AC850 Charger, BAT850 Battery, BAT41 and BAT850 batteries, HS12, headsets, remote antenna cables, SP10 Speaker, XLR Adapters and HS20-2 headsets have a Limited Warranty of one year.
    - (2) Cables, accessories, components and consumable items including the BP850 battery sled, Beltpack antennas, Beltpack configuration cable, HS4-2 Earpiece, RMK850 Mounting Kit, RAK850 Remote Kit, Beltpack pouch, DX headset extension cable, HS4-3 Earpiece, HSI6000, RMK200, Splitter/Combiner, WS200 Battery Sled, Foam inserts in travel case, CAT-5 cable, base antenna have a Limited Warranty of 90 days.
    - (3) Any Clear-Com product that has been classified as obsolete at the time of sale has a Limited Warranty of 90 days from sale and will be replaced with the same product or a sales credit will be issued, at the sole discretion of Clear-Com.

- (4) Clear-Com PRO 850 series wireless base station and Beltpacks have a Limited Warranty of three years.
  - (5) Clear-Com UHF WBS Analog wireless intercom systems have a Limited Warranty of three years.
  - (6) All software products, including Concert (Client and Server), ECS, EHX, Production Maestro Pro and Logic Maestro are warranted for one year and shall substantially conform to published specifications. The media on which the Software is furnished is warranted to be free of defects in material and workmanship (under normal use) for a period of one year.
  - (7) Any Clear-Com products that are listed within the last time buy period have the same Limited Warranty for their product type (see 1.(c)(i)(1)--1.(c)(i)(6) above) as set forth above.
  - (8) Spare and replacement parts and assemblies, but not including items classified as consumable items (see 1.(c)(i)(2) above), have a Limited Warranty of six months from Clear-Com invoice date.
- d) Any Clear-Com product that is repaired or supplied as a replacement under the terms of this Limited Warranty shall inherit the remaining warranty period from the original product.
  - e) Standard Warranty Period Start Date
    - i) Dealer / Distributor Sales: In view of Dealer or Distributor stocking practices, the Standard Warranty Period for products sold through Dealers or Distributors will commence from the Clear-Com invoice date and will include an automatic extension of three months. Any valid warranty claim within the Standard Warranty Period as determined by the Clear-Com invoice date will be covered without further supporting evidence. All warranty claims after this date must be supported by the Customer's proof of purchase that demonstrates the product is still within the Standard Warranty Period (as detailed in Section 1.c.i above, plus the automatic three month extension) from their purchase date.
    - ii) Direct Sales: For any product that is sold directly to an end-user customer (i.e., not through a Clear-Com authorized dealer or distributor), the Warranty Period will commence on:
      - (1) The Clear-Com invoice date, unless clause (2) below applies.
      - (2) If on-site commissioning and/or site acceptance test (SAT) is purchased with the system equipment, then the Warranty Period will commence on the earliest of:
        - (a) the date that is 30 days after the date the product was shipped from Clear-Com to the customer; or
        - (b) the date of the SAT; or
        - (c) the date of completion of the commissioning project.
  - f) Invalidation of Warranty
    - i) This Limited Warranty shall be invalidated if the product's outer case has been opened and internal modifications have been made or damage has occurred, or upon the occurrence of other damage or failure not attributable to normal wear and tear.
  - g) Software Updates
    - i) Software updates are released periodically to correct discovered program bugs. During the Warranty Period, software updates are available to customers free of charge.
  - h) Software Upgrades

- i) Software upgrades include new features and/or functional enhancements and are not included as part of the Limited Warranty but may be purchased at the published rates.
  - ii) Note: In the absence of a software update containing a program correction and no available workaround to mitigate the problem, at the discretion of Service, Sales, Engineering, or Product Management, the customer may be provided a software upgrade under warranty.
2. **Exclusions.** Services do not cover damage or failure caused by any occurrence beyond Clear-Com's reasonable control, including without limitation acts of God, fire, flooding, earthquake, lightning, failure of electric power or air conditioning, neglect, misuse, improper operation, war, government regulations, supply shortages, riots, sabotage, terrorism, any modification or repair made by parties other than Clear-Com, strikes, labor disputes or any product failure that Clear-Com determines is not a result of failure in the services provided by Clear-Com. Further services excluded from this Limited Warranty include: services required due to errors or omissions in customer purchase orders; installation or maintenance of wiring, circuits, electrical conduits or devices external to the products; replacement or reconditioning of products which, in Clear-Com's opinion cannot be reliably maintained or properly serviced due to excessive wear or deterioration; customer's failure to maintain the installation site in accordance with the environmental specifications of the products; or service on products removed from the location originally specified by customer and/or reinstalled without the prior written approval of Clear-Com. Customer will pay Clear-Com's then current published charges to restore such products to a condition eligible for further service under this Limited Warranty. Clear-Com shall be excused from and shall not be liable for any failure or delay in performance under this Limited Warranty due to the foregoing or any causes beyond its reasonable control.
3. **Limitation of Liability. IN NO EVENT WILL CLEAR-COM BE LIABLE UNDER THIS LIMITED WARRANTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**
4. **Assignment.** This Limited Warranty is provided only to the original customer that purchased the applicable product and may not be assigned or transferred except in the event of a merger, sale of all or substantially all of the assets or other corporate reorganization.
5. **Ownership of replaced parts or product.** All replaced parts or products become the property of Clear-Com.
6. **Entire Agreement.** This Limited Warranty constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the warranties applicable to Clear-Com products.