

## **BlueParrott Warranty Terms Europe**

### **Two (2) or Three (3) Year Limited Warranty**

GN Hearing ("GN") warrants to the end-user purchasing the product from an authorised reseller that the product shall be free from defects in materials and workmanship subject to the terms set forth below ("Warranty") for a limited period ("Warranty Period") as follows:

- **BlueParrott products:** two (2) years from the date the products have been purchased
- **C300-XT MS/B450-XT MS:** three (3) years from the date the products have been purchased

GN's limited two (2) year and limited three (3) year warranties apply from the date of purchase ("Warranty Period"), with proof of purchase from an authorised reseller. Without proof of purchase, the Warranty Period will commence based on the Serial Number on the product.

### **Warranty terms**

During the Warranty Period, GN will, **at GN's sole discretion** (a) repair the product using new or refurbished parts, (b) replace the product with a new or refurbished product, or (c) if repair or replacement is not commercially practicable or cannot be made in a timely manner, **GN may choose to refund to you** the purchase price paid for the affected product ("Warranty Service"). The Warranty sets forth the extent and limit of GN's obligations towards the end-user except as modified by applicable law.

Unless communicated otherwise by GN, the defective product must be returned and received at GN's warehouse before a replacement is shipped.

Warranty on replaced or repaired products is six (6) months, OR the rest of the original Warranty Period, whatever is longest.

As part of GN's efforts to reduce environmental waste, the product may consist of reconditioned equipment that contains used components, some of which may have been reworked. The used components meet GN's high quality standards and comply with GN's product performance and reliability specifications. Replaced parts or components will become the property of GN.

### **How to obtain Warranty Service**

To obtain Warranty Service, please contact the GN authorised reseller from which you purchased this product or visit our Support pages for further information about Warranty Service. The product must be returned to the authorised reseller in its original packaging, if possible or packaging affording an equal degree of protection.

During the Warranty Period, except where prohibited by applicable law, the end-user will bear the cost of shipping the product to GN or such other place as GN may direct. If the product is covered by the Warranty, GN will bear the cost of return shipping after service has been completed. Return shipping will be charged to the end-user for products not covered by the Warranty or requiring no warranty repair. Damage occurred during shipment is deemed the responsibility of the carrier, except where prohibited by applicable law, and any claim should be made directly to said carrier.

The following information must be presented to obtain Warranty Service:

1. The defective product,
2. The end-user's name, company name if applicable, address, email address and telephone number,
3. Reason for return, and
4. Proof of purchase, which clearly indicates the name and address of the authorized reseller, date of purchase and the product type. Without proof of purchase, the Warranty Period will commence based on the Serial Number on the product

### **Limitation of Warranty**

The Warranty only applies to products purchased for use, not for commercial resale. It does not apply to open box purchases, which are sold "as is" and without any warranty.

Limited-life consumable components and accessories, that are subject to normal wear and tear, are exempt from this Warranty, unless they are found to be defective or broken upon purchase of the product. This includes among others:

- Basic USB cords
- Ear cushions
- Headband cushions
- Ear gels
- Ear hooks
- Ear tips
- Modular plugs
- Replacement headbands
- Cases/pouches
- Adapters
- Microphone windscreens
- Decorative finishes
- Removable batteries

Consumable components and accessories that malfunction within fourteen (14) days after they have been purchased are deemed to have been defective or broken upon purchase.

The Warranty is invalid if the factory-applied serial number, date code label, or product label has been altered or removed from the product.

The Warranty does not cover defects or damages that result from: (a) improper storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) subjecting the product or accessories

to abnormal usage or conditions; or (d) other acts which are not the fault of GN, such as loss of headset/headphones.

The Warranty does not cover damage due to improper operation, maintenance, or installation. The Warranty will terminate if the product is (a) altered, repaired, or maintained by anyone other than GN or a GN authorised reseller that is authorised to carry out GN warranty work, whether or not successful, or (b) being used together with non-GN branded or certified products, accessories, or other peripheral equipment.

The Warranty does not apply to products that have not been charged for six (6) months. If the battery in a product has not been charged for a period of six (6) months, the product might not function or regain its full potential and long-term performance. GN does not offer any warranty for such performance.

It is the end-user's responsibility to operate and care for the product in accordance with the instructions and specifications supplied with the product. Repairs resulting from failure to do so are not covered by the Warranty.

REPAIRS OR REPLACEMENTS AS PROVIDED UNDER THE WARRANTY ARE THE EXCLUSIVE REMEDY OF THE BUYER. GN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PRACTICAL PURPOSE.

#### **Note**

The Warranty gives you specific legal rights. You may have other rights which vary from location to location. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or implied warranties, so the above exclusions may not apply to you. The Warranty does not affect your legal statutory rights under your applicable national or local laws.

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