

Limited Warranty and Limitation of Liability

Limited Warranty

Yamaha Unified Communications warrants to the end user (“Customer”) that this product will be free from significant defects in workmanship and materials, under normal use and service, for one year from the date of purchase from Yamaha Unified Communications or its authorized reseller provided the customer provides proof of purchase that demonstrates that the product is still within the warranty period and contacts Yamaha Unified Communications customer service, regarding warranty claims, within the warranty period. Yamaha Unified Communications’ sole obligation under this express warranty shall be, at Yamaha Unified Communications’ option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Yamaha Unified Communications may, in its sole discretion, refund to Customer the purchase price paid for the defective product upon Customer’s return of the defective product. All products that are replaced will become the property of Yamaha Unified Communications. Replacement products or parts may be new or reconditioned. Yamaha Unified Communications warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer. Products returned to Yamaha Unified Communications must be issued a valid Return Material Authorization (“RMA”) number. To request an RMA, contact Yamaha Unified Communications Customer Service. Prior to receiving an RMA, the product must be first troubleshot and determined to be defective by a Yamaha Unified Communications Technical Support Technician. Product returned to Yamaha Unified Communications must have a valid RMA # clearly marked on the outside of the shipping container and the serial number and model of the returned product must match the RMA. Products returned without a RMA number will be returned to the customer. The product must contain all of the original accessories and be properly packaged. Products returned to Yamaha Unified Communications must be sent prepaid, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Yamaha Unified Communications until the returned item is received by Yamaha Unified Communications. The repaired or replaced item will be shipped to Customer, via standard economy shipping methods and at Yamaha Unified Communications’ expense, not later than thirty (30) days after Yamaha Unified Communications receives the defective product, and Yamaha Unified Communications will retain risk of loss or damage until the item is delivered to Customer. Any customer request for expedited shipping will be considered on a case-by-case basis and will be at the sole expense of the customer. Any product found to be not covered under the terms of this warranty, per the exclusions listed below, will be treated as an out-of-warranty service and will be billed to the customer according to the Yamaha Unified Communications Product Repair Policy. The sole exceptions to the terms of this warranty are those listed as part of the Yamaha Unified Communications DOA Replacement Policy.

Exclusions and Remedies

Yamaha Unified Communications will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Yamaha Unified Communications’ installation, operation, or maintenance instructions;
- Product modification or alteration, including but not limited to modification or removal of the serial number.
- Use of common carrier communication services accessed through the product;
- Failure of Consumable Components and Accessories including but not limited to batteries and cables.



- Abuse, misuse, negligent acts or omissions of Customer and persons under Customer's control; or
- Acts of third parties or products, acts of God, accident, fire, lightning, power surges, outages, or other hazards, or any other cause outside of Yamaha Unified Communications' reasonable control.

Warranty Exclusion

IF A YAMAHA UNIFIED COMMUNICATIONS PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICES PAID, AT YAMAHA UNIFIED COMMUNICATIONS'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YAMAHA UNIFIED COMMUNICATIONS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

Limitation of Liability

TO THE FULL EXTENT ALLOWED BY LAW, YAMAHA UNIFIED COMMUNICATIONS EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF YAMAHA UNIFIED COMMUNICATIONS OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT YAMAHA UNIFIED COMMUNICATIONS'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

Disclaimer

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

Governing Laws

This Limited Warranty and Limitation of Liability shall be governed by the laws of the Commonwealth of Massachusetts, USA, and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty and Limitation of Liability.