

WARRANTY POLICY

ONE YEAR LIMITED WARRANTY

Zipbuds, LLC., ("Zipbuds") extends this Limited Warranty to the original end-use purchaser of Zipbuds audio products* (including headphone, earphone, earbud, and headsets, each a "Product") or the person receiving a Product as a gift, provided that the Zipbuds Product was purchased from an Authorized Dealer as defined below. The Limited Warranty does not extend to any other person or transferee. Statutory or common law may provide additional rights or remedies that vary from state to state, and country to country, which are not affected by this Limited Warranty.

DEFINITIONS

"Authorized Dealer" means any distributor, reseller or retailer that was duly authorized by Zipbuds at the time of the sale to sell authentic Zipbuds products in the jurisdiction where it sold the Product, and that sold the Product in new, unused condition in its original packaging.

"Fraud or Misrepresentation" means misrepresenting any fact related to a warranty claim to Zipbuds, including the nature of the defect, whether the Product was purchased from an Authorized Dealer, and the authenticity of the Product. Any representation of a claimed Manufacturing Defect that was known to be caused completely or partially by (a) any use other than Intended Use, (b) transportation, neglect, misuse or abuse by anyone other than Zipbuds' employees, (c) alteration, tampering or modification of the Product by anyone other than a Zipbuds employee, (d) accident (other than a malfunction that would otherwise qualify as a Manufacturing Defect), (e) maintenance or service of the Product by anyone other than a Zipbuds employee or agent, (f) exposure of the Product to extreme heat, bright light, sun, liquids, sand or other contaminants, or (g) acts outside the control of Zipbuds, including without limitation acts of God, fire, storms, earthquake or flood, is considered fraud.

"Intended Use" means use of the Product (a) within a home or dwelling, (b) for private (as opposed to commercial) purposes, (c) in conformity with all applicable local, state or federal law, code or regulations (including without limitation building and/or electrical codes), (d) in accordance with Zipbuds recommendations and/or instructions in the materials and documentation that accompany the Product, and (e) if applicable, with proper electrical grounding.

SCOPE OF LIMITED WARRANTY

otherwise. For all defects that are not Manufacturing Defects, Zipbuds will provide a Heavy Listener Credit on the Zipbuds online store in the amount of fifty percent (50%) of the purchase price of the Product paid to the Authorized Dealer. All Warranty Credits and Heavy Listener Credits may be used toward the purchase of any Zipbuds Product available on the Zipbuds online store. Warranty Credits for Zipbuds audio products may not be used toward any Zipbuds Apparel and accessories. Note that Zipbuds regularly changes the models, color-ways, and styles of its Products and cannot guarantee the availability of an exact replacement for any Product. ZIPBUDS DOES NOT ASSUME ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES UNDER THIS LIMITED WARRANTY.

TERMS AND CONDITIONS

By submitting this warranty request, you agree to the following Terms and Conditions:

- In the case of Fraud or Misrepresentation, Zipbuds reserves the right to deny all warranty coverage or claims.
- Risk of Loss- Zipbuds is not responsible for any Product that is lost in shipping and not actually received by Zipbuds. To avoid unnecessary delays and minimize the possibility of a lost Product, we strongly suggest that you use a parcel service that provides a tracking number to send your Product to Zipbuds. No warranty will be provided for any Product not actually received by Zipbuds.
- Zipbuds reserves the right to determine, at its sole discretion, whether a defect is a manufacturing defect and what type of credit or replacement shall be issued, if any.
- All warranty Products sent to Zipbuds will not be returned to you for any reason. Defective Products may be subject to engineering analysis and recycling, as part of our continued commitment to improving the quality of our products and the environment.

CHOICE OF LAW/JURISDICTION. This Limited Warranty and any disputes arising out of or in connection with this Limited Warranty ("Disputes") shall be governed by the laws of the State of California, USA, excluding conflicts of law principles and excluding the Convention for the International Sale of Goods. The courts located in the State of California, USA shall have exclusive jurisdiction over any Disputes.

OTHER RIGHTS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION, AND WHICH SHALL NOT BE AFFECTED BY THIS LIMITED WARRANTY. THIS WARRANTY EXTENDS ONLY TO YOU AND CANNOT BE TRANSFERRED OR ASSIGNED. If any provision of this Limited Warranty is unlawful, void or unenforceable, that provision shall be deemed severable and shall not affect any remaining provisions. In case of any inconsistency between the English and other versions of this Limited Warranty, the English version shall prevail.

