

# **Warranty Repair**

Tools and information to help you get the most out of your Koss products.

Koss offers the following warranties - please review the warranty documents included with your Koss product to determine the type of warranty your Koss product has.

Please contact Koss with questions:

Phone: 1-800-USA-KOSS (1-800-872-5677)

Email: <a href="mailto:customersupport@koss.com">customersupport@koss.com</a>

Outside USA and Canada Email: <a href="mailto:customersupport-intl@koss.com">customersupport-intl@koss.com</a>

### **Warranty or Repair within the United States**

If you have not done so, please register your stereophone by clicking here.

Once you have completed registration, you may send your warranty items to our Corporation and we will repair or replace them in accordance with our Limited Warranty.

Our address is:
Koss Corporation
Attn: Warranty Return
4129 N. Port Washington Avenue
Milwaukee, WI 53212
You may also visit our Milwaukee location if you are from the area.

#### Include:

\$9.00 for the return shipping and handling per stereophone (money order, cashier's check, or personal check: payable to Koss Stereophones), a note describing the failure, as well as your contact information: name, return shipping address, phone number and email.

We recommend that you ship your items to Koss so your shipment is trackable. Please keep your tracking information on file. We will ship out warranty replacements within 72 hours of the product being processed via standard US mail or via UPS. Please allow 10-14 days for shipment delivery. If you would like to check the status of your warranty, please call Koss Consumer Sales at 1-800-USA-KOSS.

### **Koss Electronics Warranty or Repair**

Koss Electronics is a separate company from Koss Stereophones.

At Koss Stereophones, we exclusively manufacture stereo headphones and headphone accessories. Koss Electronics is no longer in existence.

We understand that as a consumer this is a difficult situation, and because there may be confusion we are willing to help direct you in any way we can. Please feel free to contact us with any additional questions.

# **Warranty or Repair within Canada**

If you have not done so, please register your stereophone by clicking here.

Once you have completed registration, you may send your warranty items to our Corporation and we will repair or replace them in accordance with our Limited Warranty.

Our address is:

Koss Stereophones C/O Distributrions Jean Fauteux Attn: Michelle Fauteux 270 Markham Unit #15 Beaconsfield, P.Q. H9W 5X2

This address is for mailing only.

In Canada: Koss Corporation Call 1-800-USA-KOSS

email: customersupport@koss.com

Include: \$10.00 for the return shipping and handling per stereophone (money order, cashier's check, or personal check: payable to Koss Stereophones), a note describing the failure, as well as your contact information: name, return shipping address, phone number and email.

We recommend that you ship your items to Koss so your shipment is trackable. Please keep your tracking information on file. Please allow 6 to 8 weeks for warranty processing and shipment delivery.

If you would like to check the status of your warranty, please call Koss Consumer Sales at 1-800-USA-KOSS.

### **Koss Electronics Warranty or Repair**

Koss Electronics is a separate company from Koss Stereophones.

At Koss Stereophones, we exclusively manufacture stereo headphones and headphone accessories. Koss Electronics is no longer in existence.

We understand that as a consumer this is a difficult situation, and because there may be confusion we are willing to help direct you in any way we can. Please feel free to contact us with any additional questions.

# **Koss Limited Liftetime Warranty**

This Koss product has a Limited Lifetime Warranty which covers normal use by the initial user or purchaser of this particular Koss product. Koss hereby warrants only to the initial user or purchaser that this Koss product will be free of any defect in materials and workmanship for the life of the product. This warranty does not apply to any INITIAL USER OR purchaser who allows this product to be used by multiple PERSONS. This warranty is the sole and exclusive warranty for this Koss product and is in lieu of all other warranties (express or implied), including any warranty of merchantability or fitness for a particular purpose. The sole and exclusive remedies available to the initial user OR PURCHASER for any defects in materials or workmanship shall be the obligation of Koss, at its sole option, to either refund the purchase price of the Koss product, or repair or replace the non-functioning or defective Koss product provided it is returned to Koss in secure packaging together with a check for \$9.00 (\$10.00 Canadian) to our factory at 4129 N. Port Washington Ave, Milwaukee, WI 53212. If purchased outside the U.S. contact the local Koss Authorized Dealer for details. Koss reserves the right to replace any discontinued product with one of equal value. Koss shall not be liable for any loss, injury or damages to persons or property resulting from the use of this product or any failure of or defect in this product, nor shall Koss be liable to the initial user of this product or to any other person or entity for any general, special, direct, indirect, incidental, consequential, exemplary, punitive, or OTHER DAMAGES of any kind or nature whatsoever. The repair or replacement of any non-functioning or defective product or the refund of the purchase price, at Koss' option, shall constitute Koss' only liability to the initial user or purchaser, whether such liability is based on contract, tort, strict liability or otherwise. Some states may not allow the exclusion or limitation of damages set forth herein in which case the above language may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which may vary among states or provinces. If usage of this Koss product violates the guidelines of this limited warranty, Koss will repair the product and charge the purchaser for the cost of company time and materials.

#### **90 Day Limited Warranty**

This product is warranted by Koss to be free from the date of original purchase. Koss agrees to remedy such defects by repairing or replacing at its option any product provided it is sent prepaid to the address listed below within the warranty period. ALL IMPLIED SHALL EXPIRE 90 DAYS FROM THE DATE OF ORIGINAL PURCHASE. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. KOSS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THE USE OF THE PRODUCT OR BREACH OF CONTRACT OR WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### **One Year Limited Warranty**

This product is warranted by Koss to be free from defects in material and/or workmanship for a period of one year from the date of original purchase. Koss agrees to remedy such defects by repairing or replacing at its option any product provided it is sent prepaid to the address listed below within the warranty period. ALL IMPLIED WARRANTIES SHALL EXPIRE ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. Some states do not allow limitations on how long an implied warranty lasts, so the above information may not apply to you. KOSS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THE USE OF THE PRODUCT OR BREACH OF CONTRACT OR WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### 90-Day Limited Warranty for Koss® Strivia Products

ADDITIONAL RIGHTS. This warranty gives you specific legal rights and you may also have other rights which may vary from jurisdiction to jurisdiction. The benefits of this warranty are in addition to rights you may have under consumer protection laws. Some jurisdictions do not permit certain limitations or exclusions described in this warranty, so certain limitations and exclusions of this warranty may not apply to you.

What is covered by the warranty? Subject to the terms and conditions of this warranty, Koss warrants that this Product will be free of any defect in materials and workmanship under normal use during the ninety (90) day period following retail purchase by the initial user (the "Warranty Period"). Koss requires your original receipt to determine the Warranty Period. Any defect in materials or workmanship must be discovered and reported to Koss within the Warranty Period or it will not be covered by this warranty. You may not transfer the warranty and no one but you is benefited by it. This is the only express warranty made by Koss and is in lieu of any (if any) others concerning this Product.

You may also have an implied warranty and/or condition under the law of some jurisdictions. If so, the duration of all implied warranties is limited to the Warranty Period. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so this limitation might not apply to you.

What is not covered? The warranty does not cover: damage resulting from abnormal or commercial use; modifications by you of the Product; cosmetic damage; any defect resulting from abuse, misuse, accident, failure to follow Product instructions; problems caused by you; problems caused by maintenance or repair of the Product by anyone other than Koss or a Koss designated party; or damage caused by liquid. (The Product may contain a liquid sensor that indicates the presence of excessive liquid.) Koss is not liable for any damage to or loss of any user data. Normal decrease in battery capacity over time is not covered by this warranty.

Unless otherwise required by law, this warranty does not cover any open so urce software (software provided under public license by third parties).

DO NOT ATTEMPT TO OPEN THE PRODUCT. Opening the Product or attempting to open the Product may cause damage that this warranty does not cover. This warranty is void if the Product is returned with any alterations, including removal of the external cover.

What do you have to do to place a warranty claim? You are required to submit the Product to Koss for inspection to confirm the alleged defect. Koss will not provide coverage under this warranty unless you comply with all terms. To request warranty service, you must: (1) return the Product in prepaid, secure and protective packaging to Koss Corp., 4129 N. Port Washington Ave., Milwaukee, Wisconsin, U.S.A. 53212; and (2) enclose a short but specific description of the alleged defect with a copy of your original receipt and sufficient information to allow Koss to contact you.

What will Koss do? During the Warranty Period Koss will perform any repair or replacement that is covered by this warranty without charge to you. If Koss does not confirm the alleged defect, Koss will inform you of the estimated fee for repair efforts. There is no charge for this estimate. After the Warranty Period, service for the Product, including battery replacement, may be available from Koss for a fee.

EXCLUSIVE REMEDY. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SHALL BE THE OBLIGATION OF KOSS, AT ITS SOLE OPTION (subject to applicable law), TO EITHER (1) REPAIR OR REPLACE THE PRODUCT; OR (2) PAY TO YOU DAMAGES YOU ACTUALLY INCURRED IN REASONABLE RELIANCE, BUT ONLY UP TO THE AMOUNT OF THE PURCHASE PRICE THAT YOU PAID LESS REASONABLE DEPRECIATION BASED ON ACTUAL USE where permitted by law. Koss reserves the right to repair or replace the Product or parts (including discontinued items) with a product or parts which may be new, refurbished, reconditioned or returned, including items manufactured by Koss or others, but which are comparable in function and

performance to the original product or part. Unless otherwise required by law, repair and replacement services and repaired, replaced, reconditioned or refurbished parts and/or products are not warranted and any (if any) implied warranties, conditions or duties regarding such services are hereby disclaimed.

EXCLUSION OF CERTAIN DAMAGES and LIMITATION OF LIABILITY. Except as provided in the above "Exclusive Remedy" section, Koss shall not be liable to you or anyone else for any loss, injury or damages relating to the warranted product, this warranty, any implied warranty or condition, or to any remedy elected by Koss, including (without limitation) attempts to repair or replace the product. Also, Koss shall not be liable for any general, special, direct, indirect, incidental, consequential, exemplary, punitive, or other damages of any kind or nature whatsoever (except for the damages described in the "EXCLUSIVE REMEDY" section above). The Exclusive Remedy elected by Koss shall constitute Koss' only liability to you or anyone else whether such liability is based on contract, tort (including negligence), strict liability or otherwise. The foregoing limitations and exclusions shall apply even if a remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

No Koss agent or employee is authorized to modify this warranty. If any term of this warranty is found to be illegal or unenforceable, the remaining terms shall remain enforceable. The laws of the State of Wisconsin, USA, govern this warranty.

NOTE: Avoid playing the Product at high volume levels. Some studies have concluded that prolonged and extensive exposure to noise in excess of 95dB may impair hearing. Never use the Product while operating a motorized vehicle. It may create a traffic hazard and is illegal in many areas. Exercise caution if you are wearing the Product while engaged in activities such as walking, race-walking, jogging, cycling, etc. which may bring you in contact with vehicular traffic.

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