

OPN SOUND

Warranty Policy

OPN Sound warrants that our products will be free from defects in materials and workmanship for the life of the product. We make no other warranty, express or implied, and any implied warranty of merchantability or fitness for a particular purpose which exceeds the foregoing warranty is hereby disclaimed.

LIMITED WARRANTY

OPN Sound extends this Limited Warranty to the original end-use purchaser of OPN Sound products*(including headphones, earphones, earbuds, speakers, Mp3 players”) or the person receiving a Product as a gift, provided that the OPN Sound 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.

"Authorized Dealer" means any distributor, reseller or retailer that was duly authorized by OPN Sound at the time of the sale to sell authentic OPN Sound products in the jurisdiction where it sold the Product, and that sold the Product in new, unused condition in its original packaging. For claims, OPN Sound requires a proof of purchase to confirm that items were purchased through said authorized retailers and will not extend any warranty coverage to non-authorized retailers products.

“Fraud or Misrepresentation” means misrepresenting any fact related to a warranty claim to OPN Sound, 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 , (c) alteration, tampering or modification of the Product by anyone other than a OPN Sound, (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 OPN Sound (f) exposure of the Product to extreme heat, bright light, sun, liquids, sand or other contaminants, or (g) acts outside the control of OPN Sound, 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 OPN Sound recommendations and/or instructions in the materials and documentation that accompany the Product, and (e) if applicable, with proper electrical grounding.

All matters pertaining to OPN Sound’s lifetime warranty are determined by OPN Sound in its sole discretion and are subject to change without notice.

SCOPE OF LIMITED LIFETIME WARRANTY

OPN Sound provides a Limited Lifetime Warranty against Manufacturing Defects for all authentic OPN Sound Products. If a Product contained a Manufacturing Defect when it was purchased from an Authorized Dealer, OPN Sound, at its sole discretion, will (i) repair, (ii) replace, or (iii) provide a Warranty Credit for the Product on the OPN Sound online store. The amount of the Warranty Credit shall be equal to current price as reflected in our online store OPNSound.com. OPN Sound reserves the right to inspect any Product subject to a warranty claim to determine, at its sole discretion, whether the claimed defect is a Manufacturing Defect or otherwise.

TERMS AND CONDITIONS

BY SUBMITTING THIS WARRANTY REQUEST, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS: IN THE CASE OF FRAUD OR MISREPRESENTATION, OPN Sound RESERVES THE RIGHT TO DENY ALL WARRANTY COVERAGE OR CLAIMS. RISK OF LOSS- OPN Sound IS NOT RESPONSIBLE FOR ANY PRODUCT THAT IS LOST IN SHIPPING AND NOT ACTUALLY RECEIVED BY OPN Sound TO AVOID

UNNECESSARY DELAYS AND MINIMIZE THE POSSIBILITY OF A LOST PRODUCT, WE STRONGLY SUGGEST THAT YOU USE A TRACKING NUMBER WHEN SENDING YOUR ITEM IN FOR A WARRANTY CLAIM TO OPN Sound NO WARRANTY WILL BE PROVIDED FOR ANY PRODUCT NOT ACTUALLY RECEIVED BY OPN Sound. OPN SoundRESERVES 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 OPN Sound 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.

OPN Sound is not responsible for any shipping costs associated with any warranty claims and will be up to the claimant to ship their item to OPN Sound.

For all international warranty claims it is required the customer return any suspected defective item to OPN Sound for all claims. OPN Sound is not responsible for any shipping and customs charges incurred for claims and it will be up to the customer to provide shipping both ways for all claims. INTERNATIONAL CLAIMS WILL STILL BE SUBJECT TO THE SAME WARRANTY PROCESSES AS DOMESTIC CLAIMS.