

MS 300

Owner's guide / Guide de l'utilisateur / Guía para el usuario / Bedienungsanleitung / 사용자 안내서 / オーナーズガイド

MS 300

Moderna Series Headphones

MS 300 headphones minimize distortion while allowing the authentic production values to come through for superior sound quality.

Lightweight yet durable headphones are designed for comfortable wearability.

Thank you for purchasing the PHIATON MS 300. Double shelled carbon fiber enclosure for high quality audio Optimized airflow delivers concert hall sound quality Closed-ear design promotes noise reduction

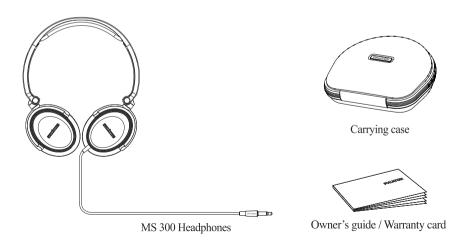
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! Cautions

- Listening at a loud volume for long periods may damage your hearing.
- Do not pull any part of the product strongly while wearing it to avoid the possibility of injury.
- Refrain from using this product while driving, you may not be able to hear warning or alarm sounds, or the horns of other vehicles.
- Avoid impact or shock. Keep away from water.
- Do not disassemble, modify, or try to repair the product.

 (Unauthorized modification or repair will exempt the manufacturer from the liability of warranty)

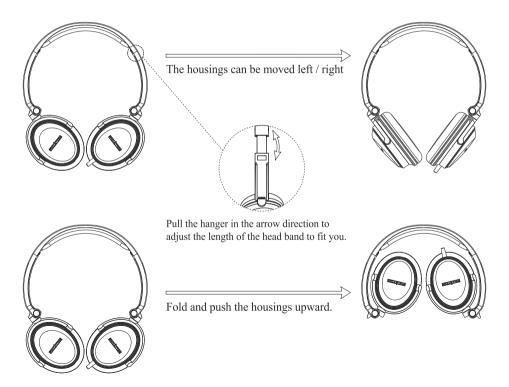
Standard components



How to use the product

• Wear the headphones marked <Right> on your right ear and the one marked <Left> on your left ear.

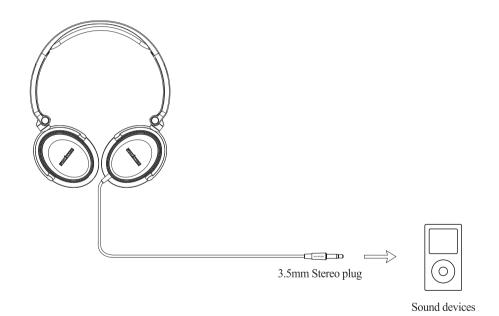
Folding method



How to use the product

Connections

This product can be connected to sound devices with a 3.5mm stereo plug.



Customer Service

For any and all advice about caring for or repairing the product, contact Phiaton Service center at **1-866-313-3203**, or email us at **support@phiaton.com**

For any and all advices about caring for or repairing the product, contact www.phiaton.com

LIMITED WARRANTY

PHIATON CORPORATION

THIS AGREEMENT GOVERNS YOUR PURCHASE OF PRODUCTS FROM PHIATON CORPORATION ("PHIATON"). PLEASE READ IT CAREFULLY. BY PURCHASING AND/OR RECEIVING THE PRODUCT FROM PHIATON, YOU ARE UNCONDITIONALLY AGREEING TO THE TERMS SET FORTH HEREIN.

THIS AGREEMENT APPLIES TO YOU UNLESS YOU NOTIFY PHIATON IN WRITING THAT YOU DO NOT AGREE TO THE TERMS OF THIS WARRANTY WITHIN 10 DAYS AFTER YOU RECEIVE THIS WARRANTY AND YOU RETURN YOUR PRODUCT UNDER EITHER PHIATON'S OR THE RESELLER'S RETURN POLICY, AS APPLICABLE.

This Limited Warranty agreement ("Warranty") is between you and Phiaton and applies to Phiaton branded products ("Products") and services purchased, in the United States, by you from Phiaton or any of its subsidiaries, parent companies, affiliates or a Phiaton authorized reseller, unless you enter into a separate written signed agreement with Phiaton.

- 1. Term: The term of this Limited Warranty is one (1) year (the "Limited Warranty Period"). The Limited Warranty Period begins on the date of first purchase by the first end-user.
- 2. Limited Warranty. Phiaton warrants that its Products will be free from defects in materials and workmanship for the Limited Warranty Period. During the Limited Warranty Period, Phiaton will, at its option: (i) provide replacement parts necessary to repair the product, (ii) repair the product or replace it with a comparable product, or (iii) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Replacement parts and products will be new, refurbished or serviceably used, comparable in function and performance to the original part and warranted for the remainder of the original warranty period.
- 3. Warranty Exclusions: In addition to other terms and limitations set forth herein, the Limited Warranty does not cover and Phiaton is not responsible for the following:
- (a) Misuse or minor imperfections in the product that otherwise meet design specifications or imperfections that do not materially alter functionality.
- (b) Damage caused by misuse, unreasonable use, abuse, lack of maintenance, accidents, fire, theft, disappearance, misplacement, power surges, viruses, reckless, willful, or intentional conduct.
- (c) Damage caused by repairs or servicing not authorized by Phiaton.
- (d) Damage caused by usage that is not in accordance with product instructions.
- (e) Damage caused by failure to follow the product instructions or failure to perform preventive maintenance.
- (f) Any equipment or components that were not included in your product as originally sold to you.
- (g) Normal wear and tear.
- (h) Cosmetic damage that does not affect functionality.
- (i) Products where the Phiaton serial number is missing, altered or defaced.

- (j) Damage caused by excess moisture, insects, improper packing, lighting, power surges, or unauthorized tampering, alteration or modification. (k) Any defects in accessories or batteries including rechargeable or disposable batteries which typically have a shorter service life, the length of which depends on the frequency of use.
- (1) This Limited Warranty is not applicable to any products purchased outside of the United States, where the purchase order or purchase request is submitted from outside the United States, or where the product is shipped to a location outside of the United States. In all such instances, this Limited Warranty shall be deemed null and void. This Limited Warranty is specifically limited to purchases which are made within the United States and where the product is shipped to a location within the United States.
- **4. Limited Warranty Service:** Return the product along with the sales receipt, or warranty certificate if applicable, to Phiaton Corporation. Proof of purchase must state the date of purchase and the name of the product. If you cannot furnish proof of purchase, which is subject to verification by Phiaton or its service partner, you will be obliged to pay for any repairs. Subject to all terms and conditions set forth herein, Phiaton will, at its sole option, repair or replace any defective parts within a reasonable period of time and free of charge.

You may contact Phiaton Corporation at 1-866-313-3203 for return authorization number, and specific return and shipping instructions which will include but may not be limited to properly packing the product in the original carton for shipping. Cartons not bearing a return authorization number will be refused. The customer bears all risks and costs of shipment. To avoid any damage in transit, please use the original packaging if possible.

You may visit Phiaton Web Site (http://www.phiaton.com) for local service partners, technical support contacts and for Phiaton's further contact information. You will be solely responsible for all costs, taxes and expenses of shipment, mailing, and handling.

- 5. Implied Warranties. WHERE PERMITTED, THE PROVISIONS OF THIS LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WRITTEN WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the above, where applicable, you may be entitled to any implied warranties allowed by law in which case such warranties are hereby limited to the same 12 month period as the express Limited Warranty unless the applicable law does not allow such time limitation.
- 6. Limitation of Liability. NEITHER PHIATON NOR YOU SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, PHIATON'S MAXIMUM LIABILITY IS LIMITED TO PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES. PHIATON IS NOT LIABLE TO YOU IF PHIATON IS UNABLE TO PERFORM DUE TO EVENTS WHICH ARE BEYOND ITS REASONABLE CONTROL, SUCH AS ACTS OF GOD, INCLEMENT WEATHER, STRIKES, POWER SURGES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT. TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This Limited Warranty gives you specific legal rights and you may have other rights which vary from state to state or jurisdiction to jurisdiction.

7. Dispute Resolution. You and Phiaton agree that any Dispute between you and Phiaton will be resolved exclusively and finally by binding arbitration in the County of Orange, State of California. The arbitration will be conducted before a single arbitrator, and will be

limited solely to the Dispute between you and Phiaton. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction.

You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right, if any and subject to the rules of your jurisdiction, to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.s. C. Section 1, et seq. For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from Phiaton, or (iii) any other dispute arising out of or relating to the relationship between you and Phiaton; the term "Phiaton" means Phiaton Corpration, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers, and/or any third party who provides products or services purchased from or distributed by Phiaton; and the term "you" means you, or those in privity with you, such as family members or beneficiaries. THIS AGREEMENT AND ANY SALES THERE UNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE PURCHASE AND/OR USE OF THE PRODUCT.

- 8. Privacy Notice. You can review Phiaton's Privacy Policy on our web site, located at www.phiaton.com/privacy. Phiaton will maintain and use your customer information in accordance with its Privacy Policy.
- 9. General. Phiaton may assign this Agreement and/or any associated warranty or service plan without your consent and without notice to you. If Phiaton does assign this Agreement and/or any associated warranty or service plan, the assignee will assume all obligations to you, Phiaton will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under this Agreement and/or any associated service plan. Phiaton Corpation and its parent company, subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Phiaton, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Phiaton. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by Phiaton. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.