

TERMS OF WARRANTY

WARRANTY COVERAGE

Turtle Beach Corporation's ("TBC") warranty obligations are limited to the terms set forth below: TBC warrants this hardware product or products to the purchaser of record (the customer) against defects in materials and workmanship for a period of ONE (1) YEAR from the date of the original purchase. If a defect exists, in TBC's judgment, at its option, TBC will (1) repair the product at no charge, using new or refurbished replacement parts or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. If TBC cannot, or determines that it is not practical to, repair or replace the returned product, the price therefore paid by the customer will be refunded. A replacement or repaired product shall be warranted for the remainder of the warranty period or 90 days from the date the replacement or repaired product is shipped from TBC to the customer, whichever provide longer coverage. When a product or part is exchanged, any replacement item becomes the customer's property and the replaced item becomes TBC's property.

OBTAINING WARRANTY SERVICE

For U.S. customers, please contact Videotel Digital Customer Support at 619-670-4412 or sales@videoteldigital.com to obtain a Return Authorization (RA) code. No returns will be accepted without a valid RA issued by Videotel. If you have purchased your unit outside of the U.S., please contact the HSS-III licensee, dealer, distributor, or installer where you purchased the unit. The customer shall be responsible for all loss or damage during shipment of the product for warranty service and damage claims should be filed with the carrier.

Repaired units in the U.S. will be returned to you via the method of Videotel's choosing. Return shipping will be paid by Videotel. For customers outside the U.S., check with the HSS licensee, dealer, distributor, or installer where you purchased the unit with regards to their particular policies for shipping and service.

You should include the following information with your unit: Name, Company Name, Address, Daytime Telephone Number, Model & Serial Number, E-mail Address, Purchase Date, and a detailed description of the problem.

DISCLAIMER OF WARRANTIES AND EXCLUSIONS

The TBC Standard Limited Hardware Warranty applies only to hardware products manufactured by or for TBC that can be identified by the Turtle Beach Corporation, HyperSound or HSS trademark, trade name, or logo affixed to them.

THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TBC SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES AND MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF TBC CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. NO TBC LICENSEE, DISTRIBUTOR, RETAILER, INSTALLER, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF IMPLIED WARRANTIES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

EXCLUSIONS FROM WARRANTY

TBC SHALL NOT BE LIABLE FOR NOR SHALL THIS WARRANTY INCLUDE OR APPLY TO LOSS OR DAMAGE CAUSED BY OR RESULTING FROM THE FOLLOWING:

- 1) Improper installation of the product or the failure to install in strict compliance with specifications provided by TBC;
- 2) Operation of the product in a manner other than as specified in the operations and maintenance manuals or website of TBC;
- 3) Use of the product beyond its rated capacity or specifications;
- 4) Modification, alteration or repair not performed by TBC or its authorized subcontractors or third parties approved by TBC;
- 5) A force majeure condition or event, including but not limited to riots, wars, acts of enemies, terrorist act or threat, floods, fires, earthquakes, vandalism or other similar casualty or acts of God.
- 6) The enforcement of any law or ordinance regulating use of the product, except for any law or ordinance in effect as of the date of delivery;
- 7) Abuse, misuse, negligent handling, improper or inadequate maintenance, tampering, or accident;
- 8) Operation on improper voltages;
- 9) Accessories, alterations, attachments or other devices not furnished and installed by TBC or its authorized agents, employees or subcontractors;
- 10) Any HyperSound product, which was not purchased directly from TBC or an authorized TBC licensee, distributor, or installer;
- 11) If the TBC serial number has been removed or defaced; or
- 12) Failure of the customer to follow operating procedures or the instructions of TBC, or to provide a suitable operating environment.

AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE ARISING OUT OF THE ABOVE MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THE RIGHT, CLAIM OR CAUSE OF ACTION SHALL FIRST OCCUR, OR WILL BE BARRED FOREVER.

LIMITATION OF LIABILITY TBC IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE DELIVERY, SALE, USE, INABILITY TO USE OR PERFORMANCE OF THE HARDWARE PRODUCT OR FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY.

IN NO EVENT SHALL TBC BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT DAMAGES, WHETHER BASED IN THEORIES OF TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY, IN EXCESS OF THE AMOUNT PAID TO TBC BY THE CUSTOMER HEREUNDER. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.