

US / CANADA WARRANTY

Limited One Year Warranty For HyperSound Clear™ Products

Turtle Beach Corporation (“Turtle Beach”) warrants to the original end-user purchaser (“Purchaser”) that the HyperSound Clear™ product (“Product”) will be free from defects in material and workmanship for a period of one year from the date of purchase (“Warranty Period”) when used in accordance with the Product’s user manuals. Turtle Beach gives no warranty that the Product will improve sound clarity or speech intelligibility for Purchasers who have hearing loss. Turtle Beach does not warrant that operation of the Product will be uninterrupted or error-free. This limited warranty is extended only to the original Purchaser of a new Product, which was not sold “AS IS”. It is not transferable or assignable to any subsequent purchaser or owner of a Product. This limited warranty is applicable only in the country or territory where the Product was purchased from an authorized Turtle Beach/HyperSound Clear™ retailer and does not apply to a Product that has been purchased as used or refurbished or that was included as part of a non-Turtle Beach product.

Warranty Service

If a defect or malfunction should occur during the Warranty Period, Purchaser must contact Turtle Beach to obtain a Return Merchandise Authorization (“RMA”) number on the basis of Purchaser’s dated purchase receipt. Purchaser will be provided with instructions for returning the Product to an authorized Turtle Beach service center or to the repair facility located at Turtle Beach’s corporate headquarters. Turtle Beach will not be responsible for any other products or accessories included with the Product returned to Turtle Beach. The RMA number must be clearly indicated on the outside of the package. Packages without an RMA number will be refused by Turtle Beach or its representatives and returned to sender at the sender’s expense.

In the event of a defect, Purchaser’s sole and exclusive remedy, and Turtle Beach’s sole liability, is expressly limited to the correction of the defect by (1) adjustment of the Product, (2) repair, or (3) replacement of the Product with the same Product or an equivalent Product at Turtle Beach’s sole option and expense. Turtle Beach owns all Products it has replaced and all parts removed from repaired Products. If Turtle Beach repairs or replaces a Product, the original Warranty Period is not extended; however, Turtle Beach warrants that repaired or replacement parts will be free from defects in material and workmanship for a period of thirty (30) days from the date of repair or replacement, or for the remainder of the Warranty Period, whichever is greater.

This limited warranty does not apply to any Product that has had its serial number altered, removed or defaced, or any Product damage caused by improper packing and shipping (such claims must be presented to the carrier), improper storage, accident, problems with electrical power (including power surges and connections to improper voltage supply), abuse, misuse, neglect, ordinary wear, acts of God or nature (e.g., flood, fire, lightning or insects), exposure to excess moisture, failure to follow instructions, improper or unreasonable use or use not in accordance with instructions, improper maintenance, unauthorized modification or service of the Product, including modification or adaptation to enable a Product to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of Products damaged by these modifications, normal depletion of consumable parts such as batteries unless failure has occurred due to a defect in materials or workmanship, damage resulting from the use

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of the Product with hardware, software or other products not provided by or specifically recommended by Turtle Beach or damage due to other causes that are not defects in materials and workmanship.

THIS LIMITED WARRANTY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TURTLE BEACH HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE OF THE PRODUCT. IF SUCH A DISCLAIMER IS PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY THAT APPLIES TO THIS PRODUCT PURSUANT TO APPLICABLE LAW IS LIMITED TO THE DURATION OF THE FOREGOING LIMITED WRITTEN WARRANTY. IN NO EVENT SHALL TURTLE BEACH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OF USE, ANY THIRD PARTY CLAIMS AND ANY INJURY TO PROPERTY OR BODILY INJURY (INCLUDING DEATH) TO ANY PERSON, WHETHER ARISING FROM OR RELATING TO THE USE OF OR INABILITY TO USE THIS PRODUCT, AND WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, TORT OR OTHERWISE, EVEN IF TURTLE BEACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limited warranty supersedes all prior agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein will modify these terms. If any term is held to be illegal or unenforceable, it shall be severed from this limited warranty and the legality or enforceability of the remaining terms shall not be affected. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. This limited warranty gives you specific legal rights. You may have additional consumer rights, which vary from state to state.

No retailer, distributor, dealer or other party is authorized to make any warranty on behalf of Turtle Beach, or to assume for Turtle Beach any other liability with respect to its Products.

Any programming or adjustment by your hearing care professional are not covered by this limited warranty.

If you need service do not contact your hearing care professional. If you have questions or require product support, please visit <http://hypersoundhearing.com/support> or call:

In the United States and Canada call 888.496.8001