

POLY LIMITED WARRANTY



The terms of this Poly Limited Warranty ("Limited Warranty") shall apply to purchases of Poly products.

Who Does This Limited Warranty Cover?

The original end user customer who purchased a Poly product.

What Products Does This Limited Warranty Cover?

This Limited Warranty covers Poly products purchased in original Poly packaging.

Poly products must have been purchased as new from Poly, a Poly affiliated company or a Poly authorized reseller. A list of Poly authorized resellers is located at <https://partners.poly.com/English/directory/>.

This Limited Warranty covers any defects in the materials used in the Poly product, and any defects in the workmanship during the manufacture of the Poly products.

What is the Period of Coverage?

The term of the Limited Warranty begins from the date of purchase by the original end user customer.

The dated sales receipt showing the date of purchase is the proof of purchase. We strongly advise you to keep your receipt of purchase in order to prove the date of purchase of the product.

The period of coverage varies by product and is generally 1, 2 or 3 years; consult your original Poly product packaging or user information provided by Poly at the time of purchase for the warranty term specific to your product or online at www.poly.com/support/ ("Warranty Period").

Poly's obligation under this Limited Warranty to repair or replace products that manifest a defect in materials or workmanship ceases upon the expiration of the Warranty Period.

You are responsible for shipping charges, insurance, and other transportation-related expenses incurred when returning products to Poly. If you return out-of-warranty products or products not covered under the Limited Warranty, you will be responsible for all return-shipping and other transportation-related expenses.

How to Obtain Warranty Service?

Before submitting a warranty claim for a Poly product, please visit www.poly.com/support/ for technical assistance.

You may obtain warranty support for valid warranty claims through your point of purchase during the first thirty (30) days after purchase. This warranty support may not always be available where you purchased the Poly product and, where it is available, the period may vary depending on where you purchased the Poly product. Please contact your point of purchase for more details.

Poly offers an online system for service requests. Please register your product at www.poly.com/support/. To determine the start of the warranty period you may be asked to provide the dated sales receipt showing the date you purchased the Poly product.

Warranty claims that cannot be processed through your point of purchase and any other Poly product related questions should be addressed directly to Poly. You can find our knowledge base articles, ask a question, receive service over the Internet or speak directly to a representative via www.poly.com/support/.

Any claim under this Limited Warranty is subject to you notifying Poly or your point of purchase of the alleged defect within a reasonable time of it having come to your attention and in any event no later than before the expiry of the Warranty Period.

Obtaining Warranty Support in Another Country

Poly products purchased in one country or region may be eligible for warranty service in other countries or regions where Poly or a Poly authorized service provider offers warranty service for the same Poly product, based on Poly's product model number.

However, the Warranty Period provided in the country where the product was purchased shall apply. The warranty terms (including those stated here), service availability, and service response times may vary based on the country or region. Warranty service response times are always subject to change due to local conditions (including, without limitation, availability of parts and materials and a Poly authorized service provider).

What Is Not Covered by This Limited Warranty?

This Limited Warranty does not cover:

1. products that are not manufactured by or on behalf of Poly;
2. products purchased from anyone other than from Poly, a Poly affiliated company or a Poly authorized reseller;
3. products purchased through online auctions and second-hand products;
4. products that are operated in combination with software, peripheral or ancillary equipment such as but not limited to batteries, chargers, adapters, headsets, connector cables, and power supplies ("Ancillary Equipment") not furnished or otherwise certified by Poly for use with the Poly products or any damage to the Poly products or Ancillary Equipment as a result of such use;
5. Unauthorized use of common carrier communication services provided by another company/third party accessed through the product;
6. damage caused by (a) accident, fire, misuse, neglect, unusual physical or electrical stress, liquid ingress or modification; (b) improper or unauthorized installation, wiring, repair, testing; or (c) use of the product outside Poly published guidelines;
7. instances in which someone other than Poly (or its authorized service centers) tests, alters, modifies or services the products in any way;
8. products that have (a) serial numbers or date tags that have been removed or altered, or (b) nonconforming or non-Poly housings or parts; and
9. Limited life consumable components and accessories, that are subject to normal wear and tear, such as cases, cradles, protective coatings, headbands and ear tips, (unless they are found to be non-functional or broken upon purchase of product).

Poly does not provide a warranty for software (whether pre-loaded on hardware or provided as a standalone product) under this Limited Warranty – please refer to the applicable Poly end user license agreement or software license. No warranty is made that any software provided by Poly will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of the software will be uninterrupted or error free, or that defects in the software will be corrected.

What Will We Do to Correct Problems?

For an end user customer with a Poly product that is within the applicable Warranty Period and has a defect that is covered by this Limited Warranty, Poly will repair or replace, at its option, the Poly product if you provide notice to Poly and return the product to Poly in the manner described in this Limited Warranty.

Poly may repair or replace products under this Limited Warranty: (a) with new or reconditioned products, parts, or components, or (b) with a similar Poly product if the eligible product under this Limited Warranty has been discontinued.

Poly further warrants on the same terms as this Limited Warranty the repaired or replaced Poly products for the greater of: (a) ninety (90) days following the repair and/or replacement, or (b) the remainder of the original Warranty Period for the Poly product that was repaired or replaced.

When a Poly product is replaced, the replacement product becomes your property, and the returned product becomes the property of Poly.

In the unlikely event that your Poly product has recurring failures or Poly is unable to repair or replace the Poly product, Poly will provide you with a replacement Poly product that is selected by Poly and is the same or similar in performance.

This is your exclusive remedy for a defective Poly product that is covered by this Limited Warranty.

What Exclusions and Limitations Apply to this Limited Warranty?

POLY MAKES NO OTHER EXPRESS WARRANTY WHETHER WRITTEN OR ORAL AND POLY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LAW, POLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

THE MAXIMUM LIABILITY OF POLY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF THAT PRODUCT OR ANY COMPONENT OR PART THAT MALFUNCTION IN CONDITIONS OF NORMAL USE. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL POLY BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. POLY IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON AND IS EFFECTIVE EVEN IF YOU HAVE ADVISED POLY OR AN AUTHORIZED REPRESENTATIVE OF POLY OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

What Law Governs This Warranty?

THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT WAS ORIGINALLY PURCHASED. FOR CONSUMER TRANSACTIONS, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

For United States residents, any disputes arising out of this Limited Warranty or otherwise relating to your purchase of the Poly product that is the subject of this Limited Warranty, whether based on contract, tort, fraud, or any other legal theory, shall be governed by the law of the state in which you currently reside, without regard to its conflict-of-law principles.

What Other Legal Rights May Exist?

THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY ALSO HAVE ADDITIONAL RIGHTS THAT MAY VARY IN YOUR STATE OR IN YOUR COUNTRY. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Warranty Policy for Australia and New Zealand

The benefits provided under this Limited Warranty are in addition to other rights and remedies provided under Australian and New Zealand Law.

Nothing in this warranty modifies or excludes your legal rights under the Australian Competition and Consumer Act or the New Zealand Consumer Guarantees Act.

If you purchased your Product in New Zealand for the purposes of a business, you acknowledge and agree that the New Zealand Consumer Guarantees Act does not apply.

In Australia, Poly products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law. Please refer to the information provided by Poly in the materials received at the time of purchase.

This warranty is provided by Plantronics, Inc. ("Poly"), 345 Encinal St., Santa Cruz, CA 95060, USA. Additional Poly office locations and contacts can be found at www.poly.com or in Australia by calling (toll free) 1-800-725-598.