

Warranty

Telos Systems, Omnia Audio, Axia Audio, Linear Acoustic and 25-Seven Limited Warranty

This Warranty covers “the Products,” which are defined as the various audio equipment, parts, software and accessories manufactured, sold and/or distributed by or on behalf of TLS Corp. for Telos Systems, Omnia Audio, Axia Audio, Linear Acoustic and 25-Seven products, collectively doing business as The Telos Alliance (hereinafter “**Telos**”).

With the exception of software-only items, the Products are warranted to be free from defects in material and workmanship for a period of two (2) years from the date of receipt (hereinafter “**Receipt Date**”). The Receipt Date is defined as the sooner of the date that the end-user receives the product or 90 days from the date the product ships from the Telos factory. Software-only items are warranted to be free from defects in material and workmanship for a period of 90 days from the Receipt Date. Telos will repair or replace (at its sole discretion) defective Products returned to Telos within the warranty period, subject to the provisions and limitations set forth herein.

This warranty will be void if the Product: (i) has been subjected, directly or indirectly, to Acts of God, including (without limitation) lightning strikes or resultant power surges; (ii) has been improperly installed or misused, including (without limitation) the failure to use telephone and power line surge protection devices; (iii) has been damaged by accident or neglect. As with all sensitive electronic equipment, to help prevent damage and or loss of data, we strongly recommend the use of an uninterruptible power supply (UPS) with all of our Products. Telos products are to be used with registered protective interface devices which satisfy regulatory requirements in their country of use.

This Warranty is void if the associated equipment was purchased or otherwise obtained through sales channels not authorized by Telos.

EXCEPT FOR THE ABOVE-STATED EXPRESS WARRANTY, TELOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

In no event will Telos, its directors, officers, employees, agents, owners, consultants or advisors (its “**Affiliates**”), or authorized dealers or their respective Affiliates, be liable for incidental or consequential damages, or for loss, damage, or expense directly or indirectly arising from the use of any Product or the inability to use any Product either separately or in combination with other equipment or materials, or from any other cause.

A warranty claim must be received by Telos within the above stated warranty period and warranty coverage must be authorized by Telos. Contact may be made via email: support@telosalliance.com or via telephone: (+1) 216-241-7225. If Telos authorizes the performance of warranty service, the defective Product must be delivered to: Telos, 1241 Superior Avenue, Cleveland, Ohio 44114; Linear Acoustic, 210 Bucky Drive, Lititz, PA 17543 or other company repair center as may be specified by Telos at the time of claim.

Shipping Costs and Warranty Service:

If the date the customer’s notice of warranty claim is received by Telos (such date the “**Warranty Claim Notice Date**”) is within the first 90 days following the Receipt Date, Telos will pay the costs of shipping such warranted Product to and from the end user’s location, and the cost of repair or replacement of such warranted Product.

If the Warranty Claim Notice Date occurs after the first 90 days following the Receipt Date and before the end of the second (2nd) year, the customer will pay the freight to return the warranted Product to Telos. Telos will then, in its sole discretion, repair or replace the warranted Product and return it to the end user at Telos’ expense.

Telos also reserves the right, if it is not economically justifiable to repair the warranted Product, to offer a replacement product of comparable performance and condition direct to the customer at a discounted price, accepting the failed warranted Product as a trade-in.

The end user will in all cases be responsible for all duties and taxes associated with the shipment, return and servicing of the warranted Product.

No distributor, dealer, or reseller of Telos products is authorized under any circumstances to extend, expand or otherwise modify in any way the warranty provided by Telos, and any attempt to do is null and void and shall not be effective as against Telos or its Affiliates.