

# STONE MOUNTAIN, LTD. • CONDITIONS OF SALE • WARRANTY STATEMENT

## CONDITIONS OF SALE

1. All prices listed are in US Dollars (\$) and are subject to change without notice.
2. Payment terms are Net 30 Days, unless otherwise noted.
3. All sales and use of any Product is subject to the terms of the Limited Warranty.
4. Shipment terms are F.O.B. Stone Mountain, Ltd., 1597 Eagle Point Road, Huddleston, VA 24104 USA.
5. Taxes, shipping charges, customs duties and other associated charges are in addition to Product prices.
6. Stone Mountain, Ltd. will accept Product returns in like-new condition in original packaging within 30 days of their original purchase date with a 15% restocking charge. Stone Mountain will not accept product returns beyond 30 days of their original purchase.
7. Any Product modification(s) will void the Limited Warranty.
8. The user is advised that it is their **sole responsibility to determine the Product's applicability and compliance with all hearing protection regulations.**
9. The user is advised that it is their **sole responsibility to exercise care when using any earphone accessory(s) that are connected to the Product, and to use caution when inserting any earphone piece into the ear.**
10. The user is advised to ensure that the Product will work on their communication system prior to purchase.

## WARRANTY STATEMENT

**NOTICE TO USER: BY USING THE PRODUCT(S), YOU ARE CONSENTING TO BE BOUND BY AND ACCEPT THIS AGREEMENT, ITS WARRANTIES, DISCLAIMERS AND LIABILITY LIMITATIONS, WHICH IS A LEGAL DOCUMENT BETWEEN YOU AND STONE MOUNTAIN, LTD. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, RETURN THIS PRODUCT TO THE PLACE OF PURCHASE WITHIN 30 DAYS IN LIKE NEW CONDITION FOR A REFUND. BY INSTALLING OR USING THE ACCOMPANYING PRODUCTS IN ANY WAY, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE THE PRODUCTS OR CONTENTS AND YOU MUST RETURN THE PRODUCTS OR CONTENTS TO THE PLACE OF PURCHASE.**

**LIMITED WARRANTY:** Stone Mountain, Ltd. (Stone Mountain) makes the following Limited Warranty to purchasers of Stone Mountain products (hereinafter Product) who purchase direct from Stone Mountain and/or from Stone Mountain's authorized distributors. Stone Mountain warrants the Product will be free from defects in materials and workmanship under normal use and service as follows:

- Speaker Microphones: Twenty four (24) months from the date of purchase. Excludes batteries – See below.
- Accessories: Twenty four (24) months from the date of purchase. Excludes ear pieces and batteries – See below.
- SpeakEZ™: Twelve (12) months from the date of purchase.
- Ear pieces: Six (6) months from the date of purchase – Non returnable.
- Batteries: Twelve (12) months from the date of purchase.
- **NOTE: THIS WARRANTY MAY BE VOID IF A NON STONE MOUNTAIN CHARGER IS USED ON ANY STONE MOUNTAIN PRODUCT.**

Stone Mountain does not warrant the Product will meet your requirements, that your use of the Product or communications will be uninterrupted, that communications or operation of the Product will be error-free or secure, or that any defects in the Product will be corrected. Stone Mountain does not warrant the installation, maintenance or service of the Product. Stone Mountain makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any communications using the Product or information contained in such communications. In the event of a breach of this warranty, Stone Mountain, at its sole discretion and option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned parts), or refund the purchase price of the Product during the warranty period, provided the purchaser notifies Stone Mountain according to the terms of this warranty. All replaced parts of the Product become the property of Stone Mountain. Any repaired or replaced Product will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. This express Limited Warranty is extended by Stone Mountain to the original end user customer and is not assignable or transferable to any other party.

Stone Mountain is not responsible for any equipment not furnished by Stone Mountain, which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment and all such equipment is expressly excluded from this Limited Warranty. This Limited Warranty shall not apply if the Product is used on, or in conjunction with, hardware or software other than that recommended or approved by Stone Mountain.

**NOTICE:** This Limited Product Warranty is immediately voided upon violation of the terms of this Agreement, if the Product has been altered in any way, subjected to accident, abuse, neglect, acts of God, improper use, or if the Product has been damaged by improper repair. **Replacement parts can be purchased from Stone Mountain by the user for repair of their Product(s), however, damage from obvious improper repair may void the Limited Warranty. Note that Intrinsically Safe (IS) rated Products may only be repaired by Stone Mountain or its assignees.**

**RETURN MATERIAL AUTHORIZATION (RMA) PROCEDURE:** To return the Product to Stone Mountain for warranty repair work, first note the serial number on the back of the Product and the date of purchase as indicated on the Receipt. Contact Stone Mountain at 1.540.297.6434 x200 or by email at [info-us@stonemountainltd.com](mailto:info-us@stonemountainltd.com) to obtain a Return Material Authorization (RMA) number and form for repair work authorized by Stone Mountain. Carefully follow the instructions on the RMA form - The RMA must be completed correctly and in its entirety. The RMA number must be indicated on a note placed inside the shipping package containing the Product. Stone Mountain requires all warranty claims be accompanied by the original proof of purchase Receipt for the Product. The Receipt must bear the complete date (month, day and year) of the purchase of the Product, in addition to the Product's serial number located on the back cover of the Product (if applicable). If shipping the Product to Stone Mountain from outside of the United States, include the words "U.S. Goods Returning. No Duties Apply," on the shipping documents that accompany the Product and on the shipping label on

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the outside of the packaging containing the Product. Return the Product within thirty (30) days of receiving the RMA authorization - Failure to do so will require a new RMA number. **No Product will be accepted by Stone Mountain for warranty repair work without a valid and completed RMA.** Return the product to:

Stone Mountain, Ltd.  
1597 Eagle Point Road  
Huddleston, Virginia 24104  
Attn: Warranty Repair

**The cost of packaging and shipping the Product to and from Stone Mountain is the responsibility of the party submitting the warranty claim.**

Additionally, the Product must be returned in packaging that will protect the Product against damage during its transportation to and from Stone Mountain. Stone Mountain is not responsible for any damages to the Product that occurs during shipping. Please allow four (4) weeks (excluding shipping time) for the Product repair.

**DISCLAIMER: THIS IS THE COMPLETE AND ONLY WARRANTY FOR THE PRODUCT. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE PRODUCT, INFORMATION AND DATA CONTAINED IN THE PRODUCT AND ANY DOCUMENTATION, INCLUDING ANY SUPPORT SERVICES OR THE FAILURE TO PROVIDE SUCH SERVICES, ARE PROVIDED "AS IS", WITH ALL FAULTS, ERRORS, OMISSIONS AND INACCURACIES, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT REMAINS WITH YOU.**

**LIMITATION OF LIABILITY: THIS WARRANTY DETAILS THE FULL EXTENT OF STONE MOUNTAIN'S ENTIRE LIABILITY AND RESPONSIBILITIES AND YOUR EXCLUSIVE REMEDIES REGARDING THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL STONE MOUNTAIN BE LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE, FROM THE USE OF, OR RELIANCE ON, THE PRODUCT. IN NO EVENT SHALL STONE MOUNTAIN BE LIABLE FOR ANY DAMAGES OR LOSSES FROM LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, SAVINGS OR ANY OTHER PECUNIARY LOSS OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCT OR ANY SERVICES PROVIDED OR THE FAILURE TO PROVIDE SERVICES HEREUNDER, TO THE FULL EXTENT AS MAY DISCLAIMED BY LAW, EVEN IF STONE MOUNTAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL STONE MOUNTAIN BE LIABLE FOR ANY DAMAGE OR INJURY TO PROPERTY OR PERSONS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**FOR PURPOSES OF THIS LIMITATION OF LIABILITY PARAGRAPH, THE TERM "STONE MOUNTAIN" SHALL INCLUDE STONE MOUNTAIN, LTD. AND ITS DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES, AND THEIR EMPLOYEES, PARTNERS, PRINCIPALS, AGENTS, SHAREHOLDERS AND REPRESENTATIVES, AND ANY THIRD-PARTY PROVIDERS OR SOURCES OF INFORMATION OR DATA.**

The Product and documentation is protected by the copyright laws of the United States and international copyright treaties, and should be treated like other copyrighted material.

The Product, the Product technology and its related documentation may not be exported or re-exported in violation of the U.S. Export Administration Act and its implementing regulations.

This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, U.S.A. as such laws apply to agreements between Virginia residents entered into and to be performed within Virginia, exclusive of Virginia conflicts of law provisions, except as governed by Federal law. Any action or proceeding shall be brought in a Federal or State court of competent jurisdiction in the City of Roanoke, Virginia or the City of Richmond, Virginia, and in no other jurisdiction. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

This Agreement and any Conditions of Sale issued by Stone Mountain for the Product are the complete and exclusive statement of Stone Mountain's obligations and responsibilities to you, constitute the complete agreement concerning the Product between the parties, and supersede all prior proposals, communications, agreements and representations, oral or written, between the parties. This Agreement may be amended only by a writing executed by both parties, and the parties waive any right to orally amend this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions will not be affected thereby. Failure of a party to enforce any provision of this Agreement does not constitute and should not be construed as a waiver of such provision or of the right to enforce such provision. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**Contact Us:** If you have any questions concerning this Agreement, or if you desire to contact us for any reason, please contact us by telephone at 1-540-297-6434, by email at [info-us@stonemountainltd.com](mailto:info-us@stonemountainltd.com), or by mail at Stone Mountain, Ltd., 1597 Eagle Point Road, Huddleston, Virginia 24104 USA.

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