

Warranty Information

Delton extends this Limited Warranty to the original end-use purchaser of Delton & Delton products (including headphone, earphone, earbud, and Bluetooth devices) or to a person who received a Delton product as a gift, provided that the Delton product was purchased from an Authorized Dealer as defined below. Delton branded products ("Product") is warranted against defects in materials and workmanship for a period of one (1) year from the date of original retail purchase ("Warranty Period"). The Warranty includes up to two replacements. The Limited Warranty does not extend to any other person or transferee. Statutory or common law may provide additional rights or remedies that vary from state to state, and country to country, which are not affected by this Limited Warranty.

Under this warranty, you can direct your claims to Delton even if the product was purchased from a third party. If a defect arises during the warranty period, Delton, at its sole discretion will (A) repair or replace the product at its sole discretion, or (B) provide a warranty credit on the Delton online store, located at www.Deltonbrands.com. The amount of the warranty credit shall be equal to the current value of your product on the Delton online store. If your product is no longer offered on the Delton online store, the amount of the warranty credit shall be equal to the value of the closest comparable product, as determined by Delton at its sole discretion. Delton reserves the right to inspect any Product subject to a warranty claim to determine, at its sole discretion, whether the claimed defect is a Manufacturing Defect or otherwise.

For all defects that are not manufacturing defects, Delton will provide a Customer Satisfaction credit on the Delton online store in the amount of fifty percent (50%) of the current value of your product on the Delton online store. If your product is no longer offered on the Delton online store, the amount of the Customer Satisfaction credit shall be equal to the value of the closest comparable product, as determined by Delton at its sole discretion. All Customer Satisfaction credits may be used toward the purchase of any Delton product in that category. Take note that Delton regularly changes the models, colors, and styles of its products and does not guarantee the availability of an exact replacement for any product.

*For customers located outside of the USA, any replacement shipping costs will be required to be prepaid by the customer.

DOCUMENTATION

To help ensure warranty claims are genuine Delton products, our warranty department will require a receipt (Proof of purchase) to complete your claim. If a proof of purchase is not obtained Delton is not responsible to warranty the product. If possible, include a photo of the defective product.

WARRANTY CLAIM

To submit a claim and to obtain repair or replacement within terms of this warranty, please visit our contact us page to submit a claim and obtain a Return Merchandise Authorization ("RMA") number on the basis of the dated purchase receipt. RMAs are valid for ten (10) days. We will validate your request and respond with further instructions. Once your claim has been received and verified, please allow 4-6 weeks for your warranty to be processed.

DELTON DOES NOT ASSUME ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES UNDER THIS LIMITED WARRANTY.

Authorized Dealer means any distributor, reseller or retailer that was authorized by Delton at the time of the sale to sell authentic Delton products in the jurisdiction where it sold the product, and that sold the product in unused, new condition and in its original packaging.

Any fact related to a warranty claim to Delton, including the nature of the defect, whether the product was purchased from an Authorized Dealer, and the authenticity of the Product. Any representation of a claimed Manufacturing Defect that was known to be caused completely or partially by (A) any use other than Intended Use, (B) neglect, misuse- abuse by anyone other than Delton's employees, (C) tampering or modifying of the Product by anyone other than a Delton employee, (D) accident (other than a malfunction that would otherwise qualify as a Manufacturing Defect), (E) exposure of the product to extreme heat, sun, light, liquids, sand or other contaminants, or (F) acts outside the control of Delton, including without limitation storms, acts of God, earthquake, fire or flood, is considered fraud.

TERMS AND CONDITIONS

BY SUBMITTING A WARRANTY REQUEST, YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS: IN CASE OF FRAUD OR MISREPRESENTATION AS DESCRIBED ABOVE, DELTON RESERVES THE RIGHT TO WITHHOLD ALL WARRANTY COVERAGE OR CLAIMS. DELTON IS NOT RESPONSIBLE FOR PRODUCTS THAT GET LOST IN SHIPPING AND HAVE NOT BEEN RECEIVED BY DELTON. WHEN SHIPPING A PRODUCT BACK TO DELTON WE REQUIRE THAT YOU USE THE RETURN LABEL PROVIDED TO YOU BY DELTON'S ONLINE WARRANTY SYSTEM. THIS WILL MINIMIZE THE POSSIBILITY OF AN ITEM GETTING LOST IN THE MAIL. IF THE ITEM WAS NOT RECEIVED BY DELTON THE WARRANTY WILL BE CONSIDERED VOID. DELTON AT ITS SOLE DISCRETION WILL DETERMINE WHETHER A DEFECT IS A MANUFACTURING DEFECT AND WHAT TYPE OF CREDIT OR REPLACEMENT SHALL BE ISSUED, IF ANY. DEFECTIVE PRODUCTS MAY BE SUBJECT TO ENGINEERING ANALYSIS AND RECYCLING, AS PART OF OUR CONTINUED COMMITMENT TO IMPROVING THE QUALITY OF OUR PRODUCTS AND THE ENVIRONMENT.

This Limited Warranty and any disputes arising out of or in connection with this Limited Warranty or the condition of the product, documentation or packaging ("Disputes") shall be governed by the laws of the State of New York, without regard to the conflicts of law principles thereof. The Convention for the International Sale of Goods shall not apply and is specifically excluded. The state and federal courts located in the State of New York, County of New York, United States of America shall have jurisdiction and shall be the exclusive forum for resolution of any Disputes.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION, AND WHICH SHALL NOT BE AFFECTED BY THIS LIMITED WARRANTY. THIS WARRANTY EXTENDS ONLY TO YOU AND CANNOT BE TRANSFERRED OR ASSIGNED. IF ANY PROVISION OF THIS LIMITED WARRANTY IS UNLAWFUL, VOID OR UNENFORCEABLE, THAT PROVISION SHALL BE DEEMED SEVERABLE AND SHALL NOT AFFECT ANY REMAINING PROVISIONS. IN CASE OF ANY INCONSISTENCY BETWEEN THE ENGLISH AND

OTHER VERSIONS OF THIS LIMITED WARRANTY, THE ENGLISH VERSION SHALL PREVAIL.

DELTON LIMITED WARRANTY COVERS ONLY DELTON BRANDED PRODUCTS (INCLUDING HEADPHONE, EARPHONE, EARBUD AND BLUETOOTH DEVICES). THIS WARRANTY DOES NOT EXTEND TO OR OTHERWISE COVER ANY DELTON CO-BRANDED OR COLLABORATIVE PARTNER PRODUCTS, WHETHER BUNDLED OR SOLD SEPARATELY, OR ANY PRODUCT BEARING A DELTON TRADEMARK BUT NOT ACTUALLY MANUFACTURED BY OR ON BEHALF OF DELTON.