

# Limited Warranty Statement

Thank you for purchasing an iRiver America product. All iRiver America products come with a one-year limited warranty against defects in materials and workmanship from the original date of purchase from an authorized agent.

## **1. Limited Warranty Conditions**

The limited warranty is provided to the original owner only and is not transferable to any third party. Proof of purchase will be required for any limited warranty on iRiver America products. iRiver America's warranty covers only those defects which arise as a result of normal use of the product, and do not apply to any product: (i) which has been repaired or altered unless done or approved by iRiver America, (ii) which has not been maintained in accordance with any operating or handling instructions provided by iRiver America, (iii) which has been altered or damaged by accident; (iv) which has been subjected to unusual physical or electrical stress, misuse, abuse, power shortage, or negligence or (v) which has been used other than in accordance with the product operating and handling instructions.

## **2. Limited Warranty Coverage**

Subject to the above conditions, within the 30-day limited period only from the original date of purchase, for refund or exchange of any defective iRiver America product which is covered by iRiver America's warranty, all purchasers must bring the defective products to the original place of purchase and/or authorized agent with a proof of purchase. Within a period of one (1) year of the date of purchase, if iRiver America receives notice of defect in any iRiver America product which is covered by iRiver America's warranty, iRiver America shall either repair or replace the defective product, at iRiver America's option. iRiver America shall have no obligation to repair or replace until the customer returns the defective product to iRiver America according to the Warranty Procedure in below. Accessories outside of the player console, such as remote controller, batteries, earphones, and AC adapter will only carry a 90-day warranty from the original date of purchase. For software products, iRiver America's limited warranty applies only to a failure to execute programming instructions. iRiver America does not warrant that the operation of any product will be interrupted or error free.

iRiver America Product	Duration of Limited Warranty
player console	1 Year
Accessories	90 Days
Refund or Exchange	30 Days

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### ***3. Warranty Procedure***

During the warranty period, iRiver will replace or repair defective products returned to iRiver America, LLC "Attention: Customer Service" 1716 Ringwood Ave., San Jose, CA 95131 or call the iRiver America Customer Service Center at(866) 474-8374. If warranty service is required, iRiver America will issue a Return Merchandise Authorization Number. Products must be shipped in the original or comparable packaging with shipping and insurance charges prepaid in U.S. currency.

iRiver America will use new or refurbished parts at its discretion, and will own all parts removed from repaired products. Please note that repair or replacement of an iRiver America product during warranty will not extend the original warranty term.

### ***4. Limitation of Warranty***

Neither iRiver America nor its third party suppliers make any other warranty or condition of any kind whether expressed or implied, with respect to the iRiver America products, and specifically disclaim the implied warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose.

### ***5. Limitation of Liability***

Except for the limited obligations specifically set forth in this warranty statement, in to event shall iRiver America or its third party suppliers be liable for direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory and whether advised of the possibilities of such damages.