



LIMITED WARRANTY

The following Limited Warranty applies to U.S. Customers only. For Limited Warranty coverage in countries other than the U.S., contact your local FrontRow representative.

The following Limited Warranty applies to FrontRow ToGo product shipped on or after December 1, 2006 and FrontRow Pro Digital Systems shipped on or after April 1, 2007.

LIMITED WARRANTY

Subject to the conditions, exclusions and limitations described below, PHONIC EAR INC., acting through its FrontRow division (collectively, "FrontRow"), warrants to the original end user purchaser ("Customer") that each FrontRow Active Learning System product (the "Product"), when operated and maintained according to the instructions attached to or furnished with the Product, will be free from defects in materials and workmanship under normal use, and agrees that it will, at its option, either repair any such defect or replace the nonconforming Product or part thereof with an equivalent replacement product or part at no charge to the Customer for parts or labor for the period(s) set forth below.

5-Year Limited Warranty. The above Warranty covers FrontRow Active Learning System components (transmitters, receivers, IR sensors, speakers and charging stands) for a period of FIVE (5) years beginning on the date of purchase by the Customer.

1-Year Limited Warranty. The above Warranty covers rechargeable batteries, power cords, power supplies, microphones, antennas and other accessories for a period of ONE (1) year beginning on the date of purchase by the Customer.

CONDITIONS. This Warranty is subject to the following conditions and restrictions:

- The Product must have been purchased from an authorized FrontRow Dealer or sales representative.
- FrontRow or an authorized Dealer must have performed all warranty service. Any service performed without the authorization of FrontRow or an authorized Dealer will void this entire Warranty.
- This Warranty does not cover any Product that has been subjected to abuse, misuse, alteration, neglect, unauthorized repair or installation, connection to an improper power source, operation beyond its manufactured specifications and limits, or subjected to improper site, preparation or maintenance not in accordance with manufacturer's instructions.
- This Warranty is void if the Product has been subjected to adverse temperature, humidity or moisture, or otherwise operated outside its specified environment.
- This Warranty does not cover the finish or non-functional appearance of any Product.

EXCLUSIONS AND LIMITATIONS

DISCLAIMER OF WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF FRONTROW HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF FRONTROW IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS SET FORTH HEREIN. If, under applicable state law, implied warranties may not validly be disclaimed or excluded, the duration of such implied warranties is limited to the same periods from the date of purchase as the express Warranties set forth above.

EXCLUSION OF CONSEQUENTIAL DAMAGES. FRONTROW SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH USE OF OR INABILITY TO USE ANY FRONTROW ACTIVE LEARNING SYSTEM OR PRODUCT OR IN CONNECTION WITH FRONTROW'S PROVISION OF OR FAILURE TO PROVIDE SUCH SYSTEMS OR PRODUCTS. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER.

LIMITATION OF LIABILITY. FrontRow's liability for breach of warranty shall not exceed the lesser of (i) the cost of correcting any covered non-conformities in the Product, or (ii) the cost of replacing any non-conforming Product with a conforming one. In no event (including unenforceability of the above limitations and independent of any failure of essential purpose of the limited warranty and remedies provided hereunder) shall FrontRow's aggregate liability for damages under this Warranty exceed the purchase price previously paid by the Customer for the Product under this Warranty.

Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives the Customer specific legal rights, and the Customer may also have other rights which vary from state to state and province to province.

ADDITIONAL EXCLUSIONS. This Warranty is subject to the following exclusions:

- This Warranty excludes all damages or defects caused by shipping, transporting, or inadequate packaging for shipment (this applies only on Product returns to FrontRow).
- This Warranty excludes all damages and losses caused by theft, accident, fire, flood, acts of terrorism, and acts of God.
- This Warranty does not apply to any damage resulting from normal wear and tear.
- Customer's remedy under this Warranty is strictly limited to repair or replacement as herein provided.
- The Warranty periods hereunder shall not be extended by the repair or replacement of any Product pursuant to any of the above Warranties.

OBTAINING WARRANTY SERVICE

Customer is responsible for returning any Product for Warranty Service, postage or freight prepaid, to FrontRow prior to the expiration of the applicable Warranty period, and accompanied by a detailed description of the nature of the covered defect and by proof of the date of purchase. FrontRow shall ship the repaired or replaced Product freight prepaid to the Customer.

FOR WARRANTY SERVICE, PLEASE CONTACT FRONTROW CUSTOMER SERVICE DEPARTMENT AT 800.227.0735, press 5 (7:00 AM - 4:00 PM PST).