

**RETURNS & REPAIRS****TERMS & CONDITIONS OF SALE****WARRANTY****All Returns**

You must obtain a Return Authorization (RA) Number for any merchandise being returned to Bogen, whether for return/exchange or repair, whether in or out of warranty.

Before returning products, please contact Bogen's [Technical Support](#) department. Doing so may eliminate the need to send a unit back, saving you time and effort.



**NOTE:** If you have purchased a Bogen product directly from a distributor, you must contact the distributor.

**For Returns, Repairs, and Parts, contact:**

Tel: 1-800-999-2809 Option 1

E-mail: [Bogen Customer Service](#)

**NOTE:** For MediaMaster® or iQuest® products, call 1-888-334-7593

Authorized returns must be shipped, freight prepaid, to:

Bogen Communications, Inc.  
50 Spring Street  
Ramsey, NJ 07446, U.S.A.

**Terms and Conditions of Sale**

**1 - ACCEPTANCE.** All orders are subject to Bogen's approval and acceptance at its headquarters in Ramsey, New Jersey, USA. Bogen does not agree to be bound by any terms and conditions except those set forth herein and in its current price schedules, if any, and acceptance of this offer is expressly limited to such terms. Shipment of products by Bogen will be on such terms and conditions and no modification shall be effected by Bogen's acceptance of any purchase order or other forms containing additional or different terms and conditions from those set forth herein.

**2 - PRICES.** Prices and terms are subject to change without notice and orders calling for future delivery will be billed according to the price in effect at the time of delivery unless otherwise agreed to by Bogen in writing. Written quotations will automatically expire thirty days from the date issued and are subject to earlier termination by notice. Prices shown do not include charges for special packaging which will be extra unless otherwise specified. All prices are for components only. Minimum billing is \$100.00 per order. Labor charges, if any, will be billed separately. Buyer shall reimburse Bogen for all taxes, excise or other charges which Bogen may be required to pay to any government (federal, state or local) upon the sale, use, production or transportation of the products sold hereunder.

**3 - TERMS OF PAYMENT; INTEREST.** Regular terms to approved credit are 2% / 15, net 30 days. This 2% cash discount applies only to customers with open credit terms with Bogen, and does not apply to payment-in-advance customers, wire transfer customers, or credit card purchases. Payment terms are subject to change by Bogen at any time and from time to time. If, in Bogen's opinion, the financial condition of Buyer does not justify shipment on standard terms of payment, Bogen may require full or partial payment in advance. Bogen may charge interest on all overdue bills. Interest shall be charged at a rate of 1.5% per month on all overdue bills.

**4 - SHIPPING INSTRUCTIONS.** Unless otherwise agreed by Bogen in writing, products are sold F.O.B. Bogen's factory, freight collect. In certain cases, freight charges may not apply to orders in excess of \$2,500 if order is for shipment from Bogen's Ramsey, New Jersey warehouse to a location within the 48 contiguous states using a carrier

chosen by Bogen. Freight charge exclusion will not apply to drop shipments by distributor-customers to non-distributor-customer owned locations, premium or overnight shipments, collect or third-party billing. Contact Bogen customer service to see if your order qualifies for freight exclusion. Unless otherwise specified, shipments will be by carrier of Bogen's selection and for Buyer's account to carrier's platform nearest to Buyer. Methods and routing of shipment are at Bogen's discretion unless Buyer supplies explicit instructions. All shipments are insured at Buyer's expense and made at Buyer's risk.

**5 - CLAIMS RELATED TO SHIPMENT.** Claims for loss, damage, shortages, delays or failures in shipment or delivery must be reported in writing by Buyer to the delivering carrier in accordance with federal ICC regulations.

**6 - EXCUSABLE DELAYS.** Bogen shall be excused and shall not be liable for any delay in the performance of any order, or in the delivery or shipment of products, or for any damages suffered by Buyer by reason of such delay, if such delay is caused, directly or indirectly, by Buyer's request, strikes, fires, wars, acts of God, subcontractor default, shortages in labor or materials, inability to obtain labor or materials through Bogen's usual and regular sources or at prices and upon terms commercially reasonable to Bogen, damage to plant, governmental regulations or other cause similar or otherwise beyond Bogen's control. Bogen shall have the additional right, in the event of the happening of any of the foregoing contingencies, at its option, to cancel this order or any part thereof without any resulting liability.

**7 - PRODUCT RETURNS.** In general, Bogen products are not returnable. However, Bogen may, in its sole discretion, accept product returns for credit or exchange subject to the conditions of this Section 7. No products may be returned to Bogen for credit or exchange without prior written authorization from Bogen. Authorized returns must be shipped freight prepaid to Bogen at 50 Spring Street, Ramsey, New Jersey 07446, USA. Each return for credit or exchange must be accompanied by a Return Authorization form issued by Bogen. All products returned for credit or exchange must be (a) returned within 60 days of original purchase and (b) in its original carton. All products returned for credit or exchange are subject to a twenty percent (20%) restocking charge, plus all transportation charges. Opened cartons and/or used or soiled products are subject to refusal and/or a used product adjustment as determined by Bogen in its sole discretion. Custom made or branded products and products manufactured to Buyer's specification are not subject to return for credit under any circumstances.

**8 - CANCELLATION.** Once an order is placed with and accepted by Bogen, such order can be cancelled only with Bogen's written consent and upon terms that will indemnify Bogen against loss in connection with such cancellation.

**9 - BOGEN'S RIGHT OF POSSESSION.** Bogen shall have the right, for credit reasons or because of Buyer's default, to withhold shipments, in whole or in part, and to recall products in transit, retake same, and repossess all products which may be stored by Bogen for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the products so recalled, retaken or repossessed shall become Bogen's absolute property, provided that Buyer is given full credit therefor. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Bogen under the Uniform Commercial Code because of any default of Buyer.

**10 - NO OFFSET.** Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered products.

**11- CHOICE OF LAW.** The laws of the state of New Jersey shall govern on all questions arising under this contract, without regard to its provisions relating to conflicts of law.

**12 - ATTORNEYS' FEES.** In any suit or action brought to enforce these terms and conditions or to recover for any breach of this contract, the losing party shall pay to the prevailing party reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party. Notwithstanding the foregoing, in the event Bogen shall refer this order to an attorney for collection, Buyer agrees to pay, in addition to any unpaid balance due hereunder, all costs and expenses incurred in attempted or effecting collection hereunder, including reasonable attorneys' fees, whether or not suit is instituted.

**13 - CREDIT CARDS.** In the event Buyer pays for product with a credit card and a dispute arises between the Buyer and Bogen regarding such products, Buyer shall resolve such dispute directly with Bogen and shall not involve the company which issued the credit card in such dispute.

8/2012

#### **Limited Warranty; Exclusion of Certain Damages**

Bogen products are warranted to be free from defects in material and workmanship for two (2) years from the date of sale to the original purchaser; except for: (A) microphones, the Enhancer, the BOMDMU, and the remote volume control panel (RVCP) which carry a one (1) year warranty; (B) CSUB, HFCS1, HFCS1LP, and HFSF1 speakers; Pro-Matrix

products; Advanced Input and Output Modules; amplifier back boxes (BBF and BBS); wall-mount amplifier door (WMAD); Easy Design and Easy Install® speakers (except HS-EZ horns); ProHold Series products (discontinued 6/2011); M-Class, Black Max, Power Vector, and Gold Seal Series Amplifiers; the MCIPTB2 (discontinued 6/11); and Apogee Sound AMT12 and AMT15 speakers (and their accessories), which carry a three (3) year warranty; (C) ORB35, ORS1, and OXC1; CK10 cables; MDT® speakers; CORE Matrix products (and their accessories); the TBCR; and Quantum and Multicom systems which carry a five (5) year warranty (excluding Multi-Graphic, SCR25A, MCDS4 and ACFDS which are warranted for two years); and (D) 70V non-amplified horn speakers (including HS-EZ horns), which carry a lifetime warranty. Any part of any Bogen product covered by this warranty that, with normal installation and use, becomes defective (as confirmed by Bogen upon inspection) during the applicable warranty period, will be repaired or replaced by Bogen, at Bogen's option, provided the product is shipped insured and prepaid to: Bogen Factory Service Department, 50 Spring Street, Ramsey, NJ 07446, USA. Repaired or replacement product will be returned to you freight prepaid. This warranty does not extend to any of our products that have been subjected to abuse, misuse, improper storage, neglect, accident, improper installation or have been modified or repaired or altered in any manner whatsoever, or where the serial number or date code has been removed or defaced.

**THE FOREGOING LIMITED WARRANTY IS BOGEN'S SOLE AND EXCLUSIVE WARRANTY AND THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY. BOGEN MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.** Bogen's liability arising out of the manufacture, sale or supplying of products or their use or disposition, whether based upon warranty, contract, tort or otherwise, shall be limited to the price of the product. IN NO EVENT SHALL BOGEN BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF PRODUCTS, EVEN IF BOGEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Products that are out of warranty will also be repaired by the Bogen Factory Service Department -- same address as above or call 201-934-8500. The parts and labor involved in these repairs are warranted for 90 days when repaired by the Bogen Factory Service Department. All shipping charges in addition to parts and labor charges will be at the owner's expense. All returns require a Return Authorization number. For most efficient warranty or repair service, please include a description of the failure.

Products manufactured and labeled by other companies may be covered by warranties offered by such companies. Please call Bogen Customer Service or refer to product packaging for manufacturer's warranty for non-Bogen branded products.

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**TERMS & CONDITIONS OF SALE:  
WARRANTY, RETURNS & REPAIRS**