

LIMITED WARRANTY

<General Conditions>

Genuine COTODAMA products ("COTODAMA Products") are covered by this limited warranty (the "Warranty"). The terms of this Warranty apply to COTODAMA Products purchased in or after November 2019. To claim any rights under this Warranty, the original invoice received at the time of purchase of the COTODAMA Products must be presented to COTODAMA. This Warranty covers all defects (relevant to the specification of the COTODAMA Product in question) that may arise in the COTODAMA Product within the warranty period. The warranty period commences upon the date of purchase by the first consumer purchaser and continues for the following 12 months after that date (the "Warranty Period"). For consumers, who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by COTODAMA's Limited Warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations, including but not limited to these additional rights.

If a defect covered by the Warranty arises within the Warranty Period and your COTODAMA Product is applicable for online return, please make your claim at:

<https://manual.lyric-speaker.com/>. If the online return tool is not available in your country or if the COTODAMA Product is not applicable for the tool, please contact the legal entity stated on the original invoice for the COTODAMA Product. Coverage COTODAMA warrants that the COTODAMA Product is free from defects in material and workmanship under normal use and service for the Warranty Period.

COTODAMA Products are products of superior design and craftsmanship and should be treated with care. Procedures and suggestions on proper use and maintenance of COTODAMA Products and their internal components should always be followed.

Thus, this Warranty is conditioned upon proper use of the COTODAMA Product within the Warranty Period. The Warranty does not cover: – Defects which have been caused by wrongful use, incorrect and/ or unauthorized installation, incorrect repairs/modifications, or maladjustment of the COTODAMA Product, or neglect, overdriving of speakers, and similar wrongful use; – Defects resulting from usage of the COTODAMA Product in conjunction with accessories that are not approved by COTODAMA; – Defects which have been caused by lightning, fire, water, voltage fluctuations, improper ventilation or other events of force majeure beyond the control of COTODAMA; – Consequential damage, indirect or direct loss or any related expenses claimed under the Warranty, such as but not limited to loss from inability to operate the COTODAMA Product or costs connected with rent of substitution products; – Software and content provided by third parties or problems occurring due to modifications made by the software provider; – Field assistance for problems that can be solved with online software updates. It is the customer's responsibility to provide network connection for these updates; – Problems occurring with network/wireless connection caused by external effects present locally only and not impacting functionality in other locations not experiencing such external effects. To obtain information about the functionality in specific use cases, please contact COTODAMA; – Defects in consumables (i.e. components that are expected to require regular replacement such as but not limited to batteries) as well as defects caused by overcharging; – Unreasonable costs or expenses related to modifications or demolitions of the space in which the COTODAMA Product is placed during the process of repair; and/or – Costs for cleaning the screen due to external influences.

Defects claimed under the Warranty are rectified at COTODAMA's discretion within the rules of the marketing and consumer law. Rectification is ensured by way of (i) repairing the defective COTODAMA Product, (ii) inserting remanufactured parts into the COTODAMA Product, and/or (iii) replacing the COTODAMA Product with a new product equivalent in performance and reliability to the COTODAMA Product. Replacement of limited or special edition COTODAMA Products depends on the availability of the COTODAMA Products in question. Where the COTODAMA Product cannot be repaired (damage is considered as a total loss) and where the exchange is not feasible, compensation is offered on a pro-rata basis of the purchase price. All exchange modules become the property of COTODAMA. Exclusions and limitations COTODAMA is not liable for the damage or loss of any programs, data, and/or media content during the repair process. COTODAMA strongly recommends customers ensure that, if possible, all data is backed up prior to requesting repair services from COTODAMA. The Warranty will not operate if the serial number has been defaced or altered or if non-authorized modifications in the software have been made. In countries with governmental requirements on specifically developed versions of COTODAMA products, e.g., due to varying transmission systems and approval demands, and the defect or malfunction is caused by the usage of other versions than required in the specific country, this Warranty does not apply. To obtain information about the usage of the COTODAMA Product in several countries, please contact the legal entity stated on the original invoice for the COTODAMA Product.

All implied warranties, including without limitation implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this Warranty. In no event shall COTODAMA be liable for damages in excess of the purchase price of the COTODAMA Product or for, without limitation, commercial loss of any sort; loss of use, time, data, reputation, opportunity, goodwill, profits or savings; inconvenience; incidental, special, consequential or punitive damages; or damages arising from the use or inability to use the COTODAMA Product. COTODAMA makes no warranties or representations, express or implied, statutory or otherwise, as to the quality, capabilities, operations, performance, or suitability of any third-party software or equipment used in conjunction with the COTODAMA Product, or the ability to integrate any such software or equipment with the COTODAMA Product, whether such third-party software or equipment is included with the COTODAMA Product distributed by COTODAMA or otherwise.

Responsibility for the quality, capabilities, operations, performance, and suitability of any such third-party software or equipment rests solely with the user and the direct vendor, owner, or supplier of such third-party software or equipment. Nothing contained in the user manual or any other document shall be construed to create an express warranty of any kind with respect to the COTODAMA Product. No agent, employee, dealer, representative, or reseller is authorized to modify or extend this Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of COTODAMA regarding the COTODAMA Products or this Warranty.

Severability If any portion of this Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Warranty. **Consumers' legal rights** This Warranty is provided in addition to the rights and remedies granted by the seller of the COTODAMA Product or granted under applicable legislation. Any and all remedies (e.g., rectification, claim for damages, and/or right to terminate the contract) granted by the seller of the COTODAMA Product or available by law remain unaffected by this Warranty. For the Australian market only: COTODAMA Products are subject to the guarantees provided under the Australian Consumer Law. You are entitled to a replacement or refund for a 'major problem' and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the COTODAMA Product repaired or replaced if the COTODAMA Product fails to be of acceptable quality and the problem does not amount to a 'major problem.' For the US market only: Some states do not allow the exclusion or limitation of incidental or consequential damages. Thus, the above limitations or exclusions 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.

For the People's Republic of China market only: The Warranty only applies to COTODAMA Products imported by Nanjing Yinfan A/V Technology Ltd. and purchased from Authorised Resellers selling from physical stores located or authorized online stores hosted in the People's Republic of China or legally imported in connection with an end-users properly documented relocation to the People's Republic of China. COTODAMA Products purchased in Hong Kong, Macau or Taiwan, or elsewhere outside the People's Republic of China are excluded from the Warranty but subject to the applicable legislation in the relevant purchase market. Import, sale, and use of specific COTODAMA Products in the People's Republic of China is subject to China Compulsory Certification (CCC), obtained from the above mentioned authorized stores located or hosted in the People's Republic of China at the time of purchase or upon appropriate documentation of relocation to the People's Republic of China for COTODAMA products purchased abroad. For Hong Kong and Macau markets only: The Warranty only applies to COTODAMA Products imported by COTODAMA and purchased from authorized physical stores located or authorized online stores hosted in Hong Kong or Macau, or legally imported in connection with an end-users properly documented relocation to Hong Kong or Macau. COTODAMA Products purchased outside Hong Kong or Macau are excluded from the Warranty but subject to the applicable legislation in the relevant purchase market.