

Sena Products

Cautions, waivers, and details of 2 year Warranty

1. Do not use or store the device in dusty, dirty areas. Its moving parts and electronic components can be damaged.
2. Do not store the device in hot areas. High temperatures can shorten the life of electronic devices, damage batteries, and wrap or melt certain plastics.
3. Do not store the device in cold areas. When the device returns to its normal temperature, moisture can form inside the device and damage electronic circuit boards.
4. Do not attempt to open the Product.
5. Do not drop or knock the device. Rough handling can break internal circuit boards and fine mechanics.
6. Do not use harsh chemicals, cleaning solvents, or strong detergents to clean the device.
7. Do not paint the device. Paint can clog the moving parts and prevent proper operation.

These suggestions apply equally to the headset main unit, speaker-microphone clamp unit, or power charger.

Disposal

The crossed-out wheel bin symbol on the product, literature, or packaging reminds you that all electrical and electronic products, batteries, and accumulators must be taken to separate collection at the end of their working life. This requirement applies to the European Union and other locations where separate collection systems are available. To prevent possible harm to the environment or human health from uncontrolled waste disposal, please do not dispose of these products as unsorted municipal waste, but hand it in at an official collection point for recycling.

Certification and Safety Approvals

• FCC Compliance Statement

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions:

- This device may not cause harmful interference, and
- This device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation.

This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause

harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

• FCC RF Exposure Statement

The antenna(s) used for this device must be installed to provide a separation distance of at least 20 cm from all persons and must not be co-located or operating in conjunction with any other antenna or transmitter.

• FCC Caution

Any changes or modifications to the equipment not expressly approved by the party responsible for compliance could void user's authority to operate the equipment.

• CE Declaration of Conformity

This product is CE marked according to the provisions of the R&TTE Directive (99/5/EC). Hereby, SENA declares that this product is in compliance with the essential requirements and other relevant provisions of Directive 1999/5/EC. For further information please consult: <http://www.senablueetooth.com>.

Please note that this product uses radio frequency bands not harmonized within EU. Within the EU this product is intended to be used in Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden, United Kingdom and within EFTA in Iceland, Norway and Switzerland.

• Industry Canada Statement

This device complies with Industry Canada license-exempt RSS standard(s).

Operation is subject to the following two conditions:

- (1) this device may not cause interference, and
- (2) this device must accept any interference, including interference that may cause undesired operation of the device.

• Bluetooth License

The Bluetooth® word mark and logos are owned by the

Bluetooth SIG, Inc. and any use of such marks by SENA is under license. Other trademarks and trade names are those of their respective owners.

The SPH10 is compliant with and adopts the Bluetooth® Specification 2.1+EDR and has successfully passed all interoperability tests that are specified in the Bluetooth® specification. However, interoperability between the device and other Bluetooth®-enabled products is not guaranteed.

Waiver and General Release

By using the Product you will waive substantial legal rights including the right to sue. Please read the following carefully before using the device. If you do not accept all terms of this agreement, you should immediately return the product for a full refund. By using the headset you agree to be bound to this agreement and forfeit the right to sue. Using a communication device while riding a motorcycle, scooter, moped, ATV, quad-bike or any other vehicle or equipment, whether on land, water or air (jointly referred to as "Vehicle") requires your complete and undivided attention. SENA Technologies, Inc., including its Officers, Directors, Affiliates, Parent Company, Representatives, Agents, Contractors, Sponsors, Employees, Suppliers and Resellers (jointly referred to as the "Company" or "SENA") strongly advises you to take all necessary precautions and remain alert to the traffic, weather and road conditions if you choose to use the Product, including all derivative models irrespective of its commercial name or branding (the "Device"), and stop your Vehicle on the roadside prior to initiating or receiving calls. Any publications, advertisements, announcements or similar notes that refer to using the Device while riding a Vehicle are solely intended to address its technical capabilities and should not be misconstrued as if encouraging users to operate the Device while actively involved in traffic.

By way of purchasing this Device and not returning it for a full refund (see below), you are irrevocably releasing, indemnifying from any liability, loss, claim and expense (including attorneys fees) and holding SENA harmless for any bodily injuries, harm or death as well as losses or damages in goods, to any Vehicles including your own, or to any property or asset that belong to you or to third parties, any of which may result from using the Device under any circumstances or conditions and irrespective of jurisdiction. SENA will not be responsible for any physical damages, irrespective of reasons, conditions or circumstances, including malfunctioning of the Device, and all risks associated with operating it rest solely and entirely with the user of this Device, irrespective of whether the Device is used by the original purchaser or any third party.

SENA hereby notices you that using this Device may also be in contravention to local, federal, state or national laws or regulations, and that any use of the Device is entirely at your sole risk and responsibility.

1. You, your heirs, legal representatives, successors or

assigns, hereby voluntarily and forever release, discharge, indemnify and hold harmless SENA from any and all litigation, claims, debts, demands, actions and liability which may arise, directly or indirectly, from using the Device for any distress, pain, suffering, discomfort, loss, injury, death, damages to or in respect to any person or property however caused, whether arising from the negligence or otherwise, and which may hereafter accrue to you on some future date as a result of said use, to the fullest extent permitted by law.

2. You fully understand and assume the risks in using the Device, including risk of negligent acts or omissions by others.

3. You confirm that you are physically capable to use the Device and that you have no medical conditions or needs that may infringe upon your abilities to do so in a safe manner. You confirm that you are at least eighteen (18) years of age and that you have been advised of the risks associated with the use of the Device. You further confirm that you will not consume any alcohol that may affect your alertness or any mind-altering substance, and will not carry, use or consume these substances before or during the use of the Device.

4. You fully acknowledge our warnings and understand that: (a) risks and dangers exist in using the Device while in traffic, including but not limited to injury or illness, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (b) these risks and dangers may be caused by the negligence of the manufacturers or its agents or any third party involved in designing or manufacturing the Device; (c) these risks and dangers may arise from foreseeable or unforeseeable causes. You hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of others, including the Company. You confirm that you have read this release of liability and fully understand its terms and that you have given up substantial rights by not returning the Device for a full refund (see refund option below).

• Two-Year Limited Warranty

Sena Technologies, Inc. ("SENA") warrants that this product ("Product") shall conform to and perform in accordance with published technical specifications and the accompanying written materials, and shall be free of defects in materials and workmanship, for a period of two (2) year from the date of purchase by the first consumer purchaser of the Product. The limited warranty extends only to the original consumer purchaser of the Product and is not assignable or transferable to any subsequent purchaser/end-user.

This warranty is limited to the repair and/or replacement, at SENA's discretion, of defective or non-conforming Product, and SENA shall not be responsible for the failure of the Product to perform specified functions, or any other non-conformance caused by or attributable to:

- (a) any misapplication or misuse of the Product;
- (b) failure of Customer to adhere to any of SENA's specifications or instructions;
- (c) neglect of, abuse of, or accident to, the Product;

or (d) any associated or complementary equipment or software not furnished by SENA. Limited warranty service may be obtained by delivering the Product to SENA or to the international distributor it was purchased through and providing proof of purchase or receipt date. Customer agrees to insure the Product or assume the risk of loss or damage in transit, to prepay shipping charges to SENA, and to use the original shipping container or equivalent.

- Limitation of Liability

Except as expressly provided herein, Sena makes no warranty of any kind, expressed or implied, with respect to any equipment, parts or services provided pursuant to this agreement, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. neither Sena nor its dealer shall be liable for any other damages, including but not limited to direct, indirect, incidental, special or consequential damages, whether in an action in contract or tort (including negligence and strict liability), such as, but not limited to, loss of anticipated profits or benefits resulting from, or arising out of, or in connection with the use of furnishing of equipment, parts or services hereunder or the performance, use or inability to use the same, even if Sena or its dealer has been advised of the possibility of such damages. in no event will Sena or its dealers total liability exceed the price paid for the product.

- Return for Full Refund

If you are unwilling to accept and agree to the above conditions, you may return this device to Sena for a full refund, provided that you do so no later than 14 business days following the purchase of the device and subject to the wrapping being intact. when doing so, please refer to this section. by not returning the device for refund within the period provided, you are explicitly in agreement with the above and renounce all rights to future claims and demands against Sena as defined above.

Warning

Using the headset with loud volume may be harmful to your eardrums and cause hearing loss. Please maintain proper volume level to protect your ears.