

Bubblebee Industries ApS' two (2) years limited Warranty

Warranty

Bubblebee Industries ApS' limited warranty is a voluntary manufacturer's warranty (the "Warranty") under which certain Bubblebee Industries-manufactured products are warranted against defects in materials, design and workmanship for a period of two (2) years from the date of original purchase (the "Warranty Period"). Bubblebee Industries ApS markets and sells its Bubblebee Industries-manufactured products worldwide through agents, distributors and retailers to the commercial segment and accordingly this Warranty is specifically granted to commercial end-user customers (a "Purchaser" or the "Purchasers"). Under this Warranty, Bubblebee Industries ApS repairs or replaces the Product within reasonable time free of charge following a Purchaser's notice of a defect in the Product.

Warrantor

Bubblebee Industries ApS, company registration no. (in Danish: *CVR-nr.*) 32888267, a company duly incorporated and organized under the laws of Denmark having its registered address at Værkstedvej 6, 2. tv., DK-2500 Valby, Denmark, ("Bubblebee") is the warrantor of this Warranty.

Bubblebee-manufactured products

This Warranty covers Bubblebee-manufactured windbubbles (windshields used for microphones) for the use of audio recording as described at <http://www.bubblebeeindustries.com/the-lab/> (a "Product" or the "Products").

Bubblebee markets and sells adhesive tape used for attaching microphones to the human body (the "Bubblebee Adhesive Tape"). The Bubblebee Adhesive Tape has been tested for CE marking and fully complies with the European Directive 93/42/EEC Annex VII concerning medical devices. The defined terms Product and Products do not include the Bubblebee Adhesive Tape and Bubblebee Adhesive Tape is thus not covered by this Warranty.

The Warranty does not apply to products that are not Bubblebee-manufactured even if packaged or sold with a Product.

Warranty version

This Warranty is dated 1 October 2015 and it covers a Product purchased on or after this date.

Warranty service

If the Purchaser is entitled to the services provided by this Warranty, Bubblebee shall free of charge either (the choice between nos. 1 and 2 below being at Bubblebee's own discretion) (the "Warranty Service"):

Repair the Product using new parts or parts that are equivalent to new parts in performance, durability and reliability; or

Replace the Product with a new Product or one equivalent to a new Product in performance, durability and reliability or with the Purchaser's consent a product that is at least functionally equivalent to the Product it replaces.

Warranty claims

The Purchaser must do the following in order to make a claim for Warranty Service under this Warranty (a "Warranty Claim"):

The Purchaser must notify the Authorized Retailer (as defined below) of the defect in the Product;

The alleged defective Product must be returned to the Authorized Retailer and, if shipped, properly packaged to prevent damage in transit; and

The notification must include (i) a copy of the original receipt (indicating the date of the purchase of the Product from the Authorized Retailer and the name and address of the Authorized Retailer from which the Product has been purchased); (ii) a detailed description of the defect; and (iii) information required for return shipment.

The above mentioned steps must be observed by the Purchaser within reasonable time after the earlier of; (i) the point in time at which the defect in the Product has or should have come to the attention of the Purchaser; or (ii) the expiry of the Warranty Period.

Any Warranty Claim must be made against and delivered to the Authorized Retailer from which the Product has been purchased. The Purchaser's inquiries and status requests regarding this Warranty must be directed to the said Authorized Retailer.

An improperly packaged Product returned under a Warranty Claim will make the Warranty void and unenforceable.

The Purchaser is not entitled to make any claim under this Warranty if the Product or Products, as applicable, in question has/have not been purchased directly from an Authorized Retailer (or an authorized agent or a distributor). A list of Bubblebee Industries ApS' authorized retailers can be found at <http://www.bubblebeeindustries.com/buy> (an "Authorized Retailer" or the "Authorized Retailers").

Warranty Period

The Warranty Period of two years starts at the date of the Purchaser's purchase of the Product from the Authorized Retailer.

If the Purchaser rightfully gives notice of a Warranty Claim, the Warranty Period is prolonged with a period of time equal to the course of time passed from the giving notice of the Warranty Claim until the due completion of the remedy of the defective Product under the Warranty Service.

Handling fee

If Bubblebee or the Authorized Retailer in question in its own reasonable discretion finds that the Warranty Claim is not covered under this Warranty, Bubblebee and the said Authorized Retailer reserve the right to charge a minor and reasonable handling fee.

Excluded warranty coverage

The Purchaser is not entitled to the Warranty Service under this Warranty in the following events:

Periodic maintenance and repair or parts replacement due to normal wear and tear of the Product.

Damage or defects caused by use, maintenance, operation or treatment of the Product inconsistent with normal, correct or proper use, maintenance, operation or treatment of such product in accordance with Bubblebee's instructions, including but not limited to:

Rough handling of the Product (for instance by bending, compressing or dropping the Product or using it together with sharp items);

The Product having been in contact with adhesives or the Product having been in contact with water, chemicals or any other liquid or substance or having been exposed to the spillage of food, to moisture, to extreme thermal or environmental conditions or to rapid changes in such conditions;

Repair or attempted repair carried out by unauthorized persons or companies other than Bubblebee or Authorized Retailers;

Adjustments or adaptations made without Bubblebee's prior written consent; or

Excess or incorrect supply or input voltage.

Damage or defects caused by external forces or impacts including but not limited to accidents, fire, flooding, electrostatic discharges including lightning.

Any other causes that are not defects in materials, design and workmanship.

Disclaimer and limitation of liability

The express warranty provided herein, i.e. the Warranty Service, is the full extent of Bubble's liability for loss or damage howsoever caused arising out of the purchase, possession, or use of the Product, and all other warranties or other rights in favour of the Purchaser express or implied arising out of trade usage or otherwise are hereby excluded. Bubblebee disclaims any and all liability for indirect loss or consequential damage including but not limited to loss of profits, business interruption, loss of interest or damage to or loss of any data or other information stored on any media/device used together with the Product. To the extent permitted by applicable law, Bubblebee's liability is limited to the purchase price of the Product or the Products, as applicable. Bubblebee excludes or limits its liability only to the maximum extent permitted by applicable law.

This Warranty does not exclude or limit any of the Purchaser's legal rights and remedies against the Authorized Retailer from which the Purchaser has purchased the Product.

Technical support

Technical questions regarding the Products may be directed to the following e-mail address: support@bubblebeeindustries.com or to Bubblebee's registered office stated above for the attention of "Customer Support".

No representation

To the extent not otherwise provided in this Guarantee, no legal or natural person (including but not limited to any agent, distributor or Authorized Retailer) is authorized to assume for Bubblebee any liability on Bubblebee's behalf.

Severability

If any clause of this Warranty is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, such clause must be limited or modified in its application to the minimum extent necessary to make such clause valid, legal and enforceable, and the remaining clauses of this Warranty remain fully legal, valid and enforceable and binding on the parties.

Choice of law

This Warranty is governed by and construed in accordance with Danish law without regard to any principles of private international law specifying any other choice of law.

Jurisdiction/legal venue

Any dispute arising out of or in connection with this Warranty, including any dispute regarding the existence, validity or termination thereof, must be settled by the ordinary courts of Denmark and the Copenhagen City Court (in Danish: *Københavns Byret*) must be the court of first instance.