

Claims and Dispute Resolution

E & S INTERNATIONAL ENTERPRISES, INC. ("ESI") AND YOU AGREE THAT ALL CLAIMS OR DISPUTES ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT, WHETHER BASED IN CONTRACT, TORT, STATUTORY, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, AND ALL CLAIMS THAT ARE SUBJECT OF A PURPORTED CLASS ACTION LITIGATION THAT YOU ARE NOT A MEMBER OF THE CERTIFIED CLASS, SHALL BE RESOLVED THROUGH ARBITRATION AS PROVIDED FOR HEREIN, OR IN SMALL CLAIMS COURT, AND NOT BY A TRIAL BY JURY. YOU WAIVE THE RIGHT TO A TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS ARISING FROM OR RELATING TO ANY AND ALL CLAIMS AND DISPUTES WITH E & S INTERNATIONAL ENTERPRISES, INC. YOU AGREE THAT YOU MAY ARBITRATE CLAIMS AGAINST E & S INTERNATIONAL ENTERPRISES, INC. ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, A CLASS REPRESENTATIVE, OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LIMITED WARRANTY.

E & S INTERNATIONAL ENTERPRISES, INC. REQUIRES THAT YOU ARBITRATE YOUR CLAIMS AGAINST E & S INTERNATIONAL ENTERPRISES, INC. PURSUANT TO THE ARBITRATION DESCRIBED BELOW PRIOR TO YOUR EXERCISE OF YOUR RIGHTS PURSUANT TO TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT. TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT DOES NOT REQUIRE YOU TO PURSUE RIGHTS AND REMEDIES AVAILABLE TO YOU THAT ARE NOT PROVIDED BY TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT.

Any such arbitration shall not be combined or consolidated with a claim or dispute involving any other person's or entity's product or claim or dispute, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action or class arbitration. If you intend to seek arbitration you must first email E & S International Enterprises, Inc. at support@jspus.com a notice of dispute, at least thirty (30) days in advance of initiating the arbitration. The notice must include: (i) a description of your claim and the basis of the dispute; and (ii) a description of the relief you are seeking. If E & S International Enterprises, Inc. and you do not reach an agreement to resolve the claim within thirty (30) days after E & S International Enterprises, Inc. receives your notice, you or E & S International Enterprises, Inc. may commence an arbitration proceeding.

The arbitration will take place in Los Angeles, California or a mutually agreed upon location. Arbitration shall be administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Limited Warranty, including, but not limited to any claim that all or any part of this Limited Warranty is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit; E & S International Enterprises, Inc. will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

This arbitration provision also applies to claims and disputes by you, the purchaser of the Product, and all those in privity with you, including your family members, beneficiaries and assigns against E & S International Enterprises, Inc. subsidiaries and affiliates and any person or entity that licensed, supplied, sold or distributed the Product and each of their officers, employee, representatives, licensors/licensees, Agents, beneficiaries, predecessors in interest, successors, and/or assigns. You may opt out of this dispute resolution procedure by providing notice to E & S International Enterprises, Inc. no later than thirty (30) calendar days after the date of the first consumer purchaser's purchase of the Product. To opt out you must send notice by e-mail to support@jspus.com. The opt-out notice must include (a) your name, email address, mailing address and phone number; (b) the date on which the product was purchased; (c) the product model name or model number; and (d) the Serial Number. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty. If you opt-out of these arbitration provisions, E & S International Enterprises, Inc. also will not be bound by them.



PORTABLE BLUETOOTH SPEAKER

XS-S521PB

Our Guarantee!

Our experienced support staff is here to help!
Use our Customer Service to assist you in setting up your new product.
Visit: **jvcproducts.com** or Call: **1-888-582-8870**

Notre garantie!

Notre personnel d'assistance expérimenté est là pour vous aider!
Utilisez notre service client pour vous aider à configurer votre
nouveau produit
Visitez: **jvcproducts.com** or Appelez: **1-888-582-8870**