

Other important information

Without expanding the Warranty or the Warranty terms, conditions, and limitations, the following information provides further guidance regarding this warranty and your use of the Products.

Registration of *Product*

Please complete any *Product* registration card enclosed with your *Product* and forward it immediately to the address shown on the registration card. In the case of accessories, proof of purchase may be required to complete any warranty claim. **Please retain any receipt or invoice received at time of purchase of your *Product*.**

Warranty Period

The repair or replacement of a processing unit, controller, accessory or other component by Cochlear within Cochlear’s warranty period, does not provide an extended or additional warranty period. The existing or remaining warranty period for the original *Product* continues to apply to the repaired or replaced processing unit, controller, accessory or other component.

Misuse, negligence or accident

The warranty will be void at Cochlear’s election should we find evidence of any misuse, negligence or accident in respect of the *Product* by recipient, clinician or any other person. *For example, evidence of chewing or biting Product is considered misuse.*

Cosmetic damage

The Warranty does not cover cosmetic or superficial damage such as wear and tear, scratches, blemishes, dents or broken plastic.

Use of non-Cochlear products

The Warranty does not cover defects or damage arising from, associated with, or related to the use of this *Product* with any non-Cochlear processing unit and/or any non-Cochlear implant.

Alteration, mishandling or unauthorised Repair

The Warranty will be void at Cochlear’s election upon evidence of alteration, mishandling or repair of the *Product* by anyone other than personnel expressly authorised by Cochlear. Cochlear and authorised service partners are the only authorised repairers of Cochlear *Products*.

Excessive water damage

The warranty will be void at Cochlear’s election upon evidence of use of the *Product* in water that is not in accordance with: the *Product’s* water resistance properties; the care and maintenance guidelines mentioned in your *Product’s* user manual; or the instructions in the user manual of any Cochlear-branded water resistant casing. Make sure to consult your *Product’s* user manual for information related to proper use and care in and around water.

Accidental damage from animals

The Warranty does not cover damage to *Product* by animals.

Cochlear™ Nucleus® Global Limited Warranty

Warranty periods

This document is important. It contains a Warranty for each product purchased (the "*Product*"), as identified below. The terms and conditions of the Warranty are set out on the following pages. These include important limitations on how the *Product* should be used.

This Warranty depends upon registration of your *Product* where a registration card is provided and, in the case of accessories, proof of purchase is required. Please complete any registration card enclosed with your *Product* and forward it immediately to the address shown on the registration card.

Please note applicable information contained in the table below and keep this card as a reference of warranty details.

Depending upon the country in which the *Product* is purchased, the supplier (hereinafter referred to as "*Cochlear*") is either Cochlear Limited (ABN 96 002 618 073) or one of its subsidiaries. Contact details for Cochlear™ are at the end of this Warranty.

See below for further guidance on commencement of *Warranty Periods*.

Cochlear Nucleus® Implants	Warranty Periods
Nucleus Cochlear Implant	10 Years
Nucleus Auditory Brainstem Implant	

Table 1: Warranty Periods for Cochlear Nucleus Implants

Cochlear Nucleus CP900 Series, EAC200 Series & CR200 Series	Warranty Periods
Processing Unit	3 Years
Coil, Coil Cable and/or Coil Magnet	1 Year
LiteWear Cable	
Rechargeable Battery Modules	
Battery Chargers and/or Charging Kits	
Battery Holders and/or Battery Covers (Zinc Air)	
Remote Assistant and/or Remote Control	
EAC200 Series Speaker Unit, Ear Moulds and/or Tools	
Accessory Cables and/or Adaptors	
Cochlear Wireless Accessories	
All other Accessories	

Table 2: Warranty Periods for Cochlear Nucleus CP900 Series, EAC200 Series and CR200 Series

Cochlear Nucleus CP800 Series & CR100 Series	Warranty Periods	
Processing Unit	3 Years	
Coil, Coil Cable and/or Coil Magnet	1 Year	
LiteWear Cable		
Rechargeable Battery Modules		
Battery Chargers and/or Adaptors		
Battery Holders and/or Battery Covers (Zinc Air)		
Remote Assistant		
Accessory Cables and/or Adaptors		
All other Accessories		90 Days

Table 3: Warranty Periods for Cochlear Nucleus CP800 Series and CR100 Series

Cochlear Nucleus Freedom®	Warranty Periods
Processing Unit	3 Years
Behind-The-Ear (BTE) Controller	
Bodyworn Controller	
Coil and/or Coil Cable	1 Year
Bodyworn Controller Cable	
Babyworn Cable	
Rechargeable Batteries (Li-ion)	
Bodyworn FM Cable	90 Days
Battery Holders, Accessory Cables, all other Accessories	

Table 4: Warranty Periods for Cochlear Nucleus Freedom

Cochlear Nucleus ESPrIt™ / ESPrIt 22 / ESPrIt 3G	Warranty Periods
Processing Unit	3 Years
Coil and/or Coil Cable	1 Year
Magnet	90 Days
All Accessories	

Table 5: Warranty Periods for Cochlear Nucleus ESPrIt, ESPrIt 22 and ESPrIt 3G

Cochlear Nucleus SPrIt™	Warranty Periods
Processing Unit	3 Years
Coil and/or Coil Cable	1 Year
Magnet	90 Days
HS8 Microphone	
All Accessories	

Table 6: Warranty Periods for Cochlear Nucleus SPrIt

Cochlear implant systems are protected by one or more international patents.

The statements made in this guide are believed to be true and correct as of the date of publication. However, specifications are subject to change without notice.

ACE, Advance Off-Stylet, AOS, AutoNRT, Autosensitivity, Beam, Button, Carina, Cochlear, コクレア, Codacs, Contour, Contour Advance, Custom Sound, ESPrIt, Freedom, Hear now. And always, Hybrid, inHear, Invisible Hearing, MET, MP3000, myCochlear, NRT, Nucleus, 科聆耳, Off-Stylet, SmartSound, Softip, SPrInt, the elliptical logo and Whisper are either trademarks or registered trademarks of Cochlear Limited. Ardium, Baha, Baha Divino, Baha Intenso, Baha PureSound, Baha SoftWear, BCDrive, Dermalock, Vistafix and WindShield are either trademarks or registered trademarks of Cochlear Bone Anchored Solutions AB.

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Hear now. And always



Repaired or Replaced Processing Unit	Warranty Period
Repair of Processing Unit completed by Cochlear within a valid warranty period.	No additional warranty period on repair. Continuance of any existing or remaining warranty period for the original product is applicable.
Repair of Processing Unit completed by Cochlear outside of a valid warranty period. Service fee charged to complete repair.	Parts used for repair attract a warranty period of 6 months, starting 2 weeks after the date shipped for return by Cochlear. Parts used for repair are detailed in the service report accompanying the return of the Processing Unit.
Replaced Processing Unit. Where the original Processing Unit is within a valid warranty period, and has been assessed by Cochlear as beyond repair.	The Processing Unit is replaced under warranty. No additional warranty period is granted. Continuance of any existing or remaining warranty period for the original product is applicable.

Table 7: Warranty Periods for repaired or replaced Processing Units

Refurbished Processing Unit	Warranty Period
Refurbished Processing Unit - when sold	1 Year

Table 8: Warranty Periods for repaired or replaced Processing Units (when sold)

Warranty Period	Commencement
10 Years	Warranty starts on the date of surgery.
3 Years	Warranty starts from the earliest date of either: the first fit date OR 3 months after the date shipped by Cochlear.
1 Year	Warranty starts 2 weeks after the date shipped by Cochlear.
90 Days	Warranty starts 2 weeks after the date shipped by Cochlear.

Table 9: Commencement of Warranty Periods

Warranty terms, conditions and limitations

A. Introduction

In this Warranty words appearing in italics, *like this*, have the meanings set out in section D.

This Warranty gives you specific legal rights. You may also have other rights under *local laws*.

B. Your warranties and rights

- We, Cochlear (“**we**”, “**our**” or “**us**”), warrant to you, the original consumer of the *Product* (“**you**” or “**your**”), that:
 - each *Product* is of merchantable quality;
 - each *Product* is reasonably fit for the purpose or purposes for which it is supplied by us; and
 - each *Product* will be free from defects in design, workmanship and materials for the *Warranty Period*. This Warranty remains satisfied where successful programming is achievable.
- If your *Product* is found not to be of merchantable quality, reasonably fit for the purpose or purposes for which it was supplied, or if it has defects in design, workmanship or materials during the *Warranty Period*, we will at our election either:
 - repair the *Product* (**Australia only: see note 1 below**); or
 - replace the *Product* (the replacement *Product* may be refurbished, rather than new, and may differ from the original component so long as the difference is not material) (**Australia only: see note 1 below**); or
 - pay for the cost of repair of the *Product*; or
 - pay for the replacement of the *Product*; or
 - provide a refund or credit for the cost of the *Product*.

Our obligations under this clause B2 do not extend to any related or ancillary costs, losses or expenses in connection with or incurred in making any claim under this Warranty including, but not limited to: (i) any loss of earnings, revenues or profits; or (ii) medical costs (including costs or expenses relating to necessary surgery, hospitalisation or other healthcare costs), hotel or travel expenses. You must bear the expense of claiming under this Warranty.

- Unless and to the extent otherwise required by *local laws*, we will not be liable (except as set out in this *Warranty*) to you or any other person under any circumstances for any direct, indirect, incidental or consequential loss or damage whatsoever (including loss or damage caused by negligence or wilful act or default by us, our employees or agents) arising from a breach by us of any of the terms and conditions of this Warranty a breach of any statutory guarantee or any implied term, condition or warranty in relation to the *Product*.
- Unless and to the extent otherwise required by *local laws*, where a *Product* is repaired or replaced under clause B2 of this Warranty, the warranties set out in clause B1 will apply for the unexpired portion of the *Warranty Period* of the original *Product*.
- All terms, conditions, warranties and guarantees whether statutory or otherwise, which are not set out in this Warranty, are hereby expressly excluded and will not apply to the *Product* except where such terms, conditions, warranties or guarantees are implied by or apply as a result of applicable *local laws* and cannot be excluded or limited.
- Where applicable *local laws* provide for any terms, conditions, warranties or guarantees that may not be excluded or limited, then those terms, conditions, warranties or guarantees will apply to you and the *Product* and the exclusions and limitations set out in this Warranty may not apply to you (**Australia only: see notes 2 and 3 below**).
- Any exclusion or limitation set out above that is contrary to applicable *local laws* will be ineffective only to the extent that such exclusion or limitation is contrary to such laws.

Notes (Australia only):

- Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.*
- The benefits given by this Warranty are in addition to any other rights and remedies of a consumer under a law in relation to any goods or services to which this Warranty relates.*
- Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

The content of these notes is required for compliance with the Australian Consumer Law.

C. Restrictions on the warranties

- The *Product* is designed and manufactured to operate according to the specifications contained in the user manual enclosed with the *Product*.
- Unless otherwise stated in the user documentation, the *Product* is designed and manufactured to operate within the temperature range of +5°C (+41°F) to +40°C (+104°F) for processing units and controllers, and +10°C (50°F) to +43°C (109.4°F) for implants. Unless otherwise stated in the user documentation, the *Product* should not be subject at any time to temperatures below -20°C (-4°F) or above +50°C (+122°F) otherwise this Warranty will be void for the *Product*.
- The *Product* is supplied to you/your clinic/your clinician subject to our standard conditions of sale. In the event of any inconsistency between the terms of this Warranty and our Standard Conditions of Sale, our Standard Conditions of Sale will prevail.
- If a *Product* is implanted or used contrary to any “Use Before” date marked on the package (where appropriate) then this Warranty will be voidable at Cochlear’s election for that *Product*.
- This Warranty depends upon registration of your *Product* where a registration card is provided, and, in the case of accessories, proof of purchase is required. Please complete any registration card enclosed with your *Product* and forward it immediately to the address shown on the registration card.
- This Warranty will be voidable at Cochlear’s election should we find evidence of alteration, mishandling or repair of the *Product* by anyone other than personnel expressly authorised by us.
- This Warranty will be voidable at Cochlear’s election should we find evidence of any misuse, negligence or accident in respect of the *Product* by you, a clinician or any other person.
- This Warranty excludes liability for defects or damage arising from, associated with, or related to the use of this *Product* with any non-Cochlear processing unit and/or any non-Cochlear implant.
- Subject to *local laws*, we make no representation or warranty that the body will not react adversely to the *Product*.
- Components that have been replaced under this Warranty become the exclusive property of Cochlear, and Cochlear may request receipt of the original component before issuing a replacement, credit or refund.
- This Warranty is not transferable. You may not transfer or assign your rights under this Warranty to any other person.

D. Key words

Local laws means applicable statutes and other laws of the jurisdiction in which the *Product* is supplied to you.

Product means an item of equipment manufactured or supplied by us to you and which is described in the above table.

Processing unit (also called *sound processor*, *speech processor*, *sound processing unit*, *speech processing unit*, *sound processor unit* and/or *speech processor unit*) means the external component which contains the microprocessor.

Warranty Period in relation to a *Product*, means the period set out opposite the *Product* in the above table.

E. Enquiries and our contact details

If you have an enquiry or you wish to claim under this Warranty, please contact your nearest Cochlear distributor, or Cochlear at one of the customer service addresses nearest to you listed below.

<p>Customer Service: Cochlear Asia Pacific</p> <p>1 University Avenue Macquarie University NSW 2109 Australia</p> <p>Tel: +61 2 9428 6555 Fax: +61 2 9428 6353</p> <p>Email: customerservice@cochlear.com</p>	<p>Customer Service: Cochlear Europe</p> <p>6 Dashwood Lang Road Bourne Business Park Addlestone Surrey KT152HJ UK</p> <p>Tel: +44 1932 263 400 Fax: +44 1932 263 426</p> <p>Email: info@cochlear.co.uk</p>	<p>Customer Service: Cochlear Americas</p> <p>13059 E. Peakview Avenue Centennial CO 80111 USA</p> <p>Toll free (North America) 1800 483 3123 Tel: +1 303 790 9010 Fax: +1 303 524 6782</p> <p>Email: customer@cochlear.com</p>
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Alternatively, contact Cochlear at one of the addresses nearest to you that are listed on the back.