

Cochlear™

Nucleus®

Global Limited Warranty

Hear now. And always



Cochlear™

Contents

| | |
|---|----|
| Warranty periods..... | 4 |
| Warranty terms, conditions and limitations | 8 |
| A. Introduction..... | 8 |
| B. Your warranties and rights | 8 |
| C. Restrictions on the warranties..... | 10 |
| D. Key words | 12 |
| E. Enquiries and our contact details..... | 12 |
| Other important information | 13 |
| Registration of <i>Product</i> | 13 |
| <i>Warranty Period</i> | 13 |
| Misuse, negligence or accident | 13 |
| Cosmetic damage..... | 14 |
| Use of non-Cochlear products..... | 14 |
| Alteration, mishandling or unauthorised Repair..... | 14 |
| Excessive water damage..... | 14 |
| Accidental damage from animals..... | 14 |

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 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 2: 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 | |
| Battery Holders, Accessory Cables, all other Accessories | 90 Days |

Table 3: Warranty Periods for Cochlear Nucleus Freedom

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

Table 4: Warranty Periods for Cochlear Nucleus ESPr, ESPr 22 and ESPr 3G

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

Table 5: Warranty Periods for Cochlear Nucleus SPr

| 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 6: Warranty Periods for repaired or replaced Processing Units

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

Table 7: 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 8: 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

1. We, Cochlear (“**we**”, “**our**” or “**us**”), warrant to you, the original consumer of the *Product* (“**you**” or “**your**”), that:
 - a. each *Product* is of merchantable quality;
 - b. each *Product* is reasonably fit for the purpose or purposes for which it is supplied by us; and
 - c. 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.
2. 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:
 - a. repair the *Product* (**Australia only: see note 1 below**); or
 - b. 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
 - c. pay for the cost of repair of the *Product*; or
 - d. pay for the replacement of the *Product*; or
 - e. 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.

3. 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*.
4. 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*.
5. 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.
6. 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**).

7. 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):

1. *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.*
2. *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.*
3. *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

8. The *Product* is designed and manufactured to operate according to the specifications contained in the user manual enclosed with the *Product*.
9. 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*.
10. 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.

11. 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*.
12. 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.
13. 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.
14. 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.
15. 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.
16. Subject to *local laws*, we make no representation or warranty that the body will not react adversely to the *Product*.
17. 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.
18. 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.

**Customer Service:
Cochlear Asia
Pacific**

1 University Avenue
Macquarie University
NSW 2109
Australia

Toll free (Australia) 1800
620 929
Toll free (New Zealand)
0800 444 819
Tel: +61 2 9425 5202
Fax: +61 2 8002 2800
or Toll free 1800 005 215

Email: customerservice@cochlear.com

**Customer Service:
Cochlear Europe**

6 Dashwood Lang Road
Bourne Business Park
Addlestone
Surrey
KT152HJ
UK

Tel: +44 (0) 1932 87 1500
Fax: +44 (0) 1932 87 1526

Email: info@cochlear.co.uk

**Customer Service:
Cochlear Americas**

13059 E. Peakview Avenue
Centennial
CO 80111
USA

Toll free (North America)
1800 523 5798
Tel: +1 303 790 9010
Fax: +1 303 792 9025

Email: customer@cochlear.com

Alternatively, contact Cochlear at one of the addresses nearest to you that are listed on the back cover.

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™



Cochlear Ltd (ABN 96 002 618 073) 14 Mars Road, Lane Cove NSW 2066, Australia Tel: 61 2 9428 6555 Fax: 61 2 9428 6352

Cochlear Americas 13059 E Peakview Avenue, Centennial, CO 80111, USA Tel: 1 303 790 9010 Fax: 1 303 792 9025

Cochlear AG European Headquarters, Peter Merian-Weg 4, CH - 4052 Basel, Switzerland Tel: 41 61 205 0404 Fax: 41 61 205 0405

ECIREP Cochlear Deutschland GmbH & Co. KG Karl-Wiechert-Allee 76A, D-30625 Hannover

Germany Tel: 49 511 542 770 Fax: 49 511 542 7770

Cochlear Europe Ltd 6 Dashwood Lang Road, Bourne Business Park, Addlestone, Surrey KT15 2HJ, United Kingdom Tel: 44 1932 87 1500 Fax: 44 1932 87 1526

Nihon Cochlear Co Ltd Ochanomizu-Motomachi Bldg, 2-3-7 Hongo, Bunkyo-Ku, Tokyo 113-0033, Japan Tel: 81 3 3817 0241 Fax: 81 3 3817 0245

Cochlear (HK) Ltd Unit 1810, Hopewell Centre, 183 Queens Road East, Wan Chai, Hong Kong SAR Tel: 852 2530 5773 Fax: 852 2530 5183

Cochlear Medical Device (Beijing) Co Ltd Unit 2208 Gemdale Tower B, 91 Jianguo Road, Chaoyang District, Beijing 100022

P.R. China Tel: 86 10 5909 7800 Fax: 86 10 5909 7900

Cochlear Ltd (Singapore Branch) 6 Sin Ming Road, #01-16 Sin Ming Plaza Tower 2, Singapore 575585 Tel: 65 6553 3814 Fax: 65 6451 4105

Cochlear Korea Ltd 1st floor, Cheongwon building, 828-5, Yuksam dong, Kangnam gu, Seoul, Korea Tel: 82 2 533 4663 Fax: 82 2 533 8408

Cochlear Benelux NV Schaliëhoevedreef 20i, B - 2800 Mechelen, Belgium Tel: 32 1579 5511 Fax: 32 1579 5500

Cochlear Italia S.r.l. Via Larga 33, 40138 Bologna, Italia Tel: 39 051 601 53 11 Fax: 39 051 39 20 62

Cochlear France S.A.S. Route de l'Orme aux Merisiers, Z.I. Les Algorithmes - Bât. Homère, 91190 Saint Aubin, France Tel: 33 811 111 993 Fax: 33 160 196 499

Cochlear Nordic AB Konstruktionsvägen 14, SE - 435 33 Mölnlycke, Sweden Tel: 46 31 335 14 61 Fax: 46 31 335 14 60

Cochlear Tıbbi Cihazlar ve Sağlık Hizmetleri Ltd. Sti. Cubuklu Mah. Bogazici Cad., Bogazici Plaza No: 6/1, Kavacki

TR - 34805 Beykoz-Istanbul, Turkey Tel: 90 216 538 5900 Fax: 90 216 538 5919

Cochlear Canada Inc 2500-120 Adelaide Street West, Toronto, ON M5H 1T1 Canada Tel: 1 416 972 5082 Fax: 1 416 972 5083

www.cochlear.com

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

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

Nucleus is a registered trademark of Cochlear Limited.

Babyworn, Cochlear, ESPrit, Freedom, SPrint and the elliptical logo are trademarks of Cochlear Limited.

© Cochlear Limited 2011

Hear now. And always

Printed in Australia
223944 ISS4 AUG11