

# Cochlear™ Nucleus® Global Limited Warranty

## 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.

<b>Cochlear Asia Pacific</b> 1 University Avenue Macquarie University NSW 2109 Australia  Tel: +61 2 9428 6555 Fax: +61 2 9428 6353  Email: customerservice@cochlear.com	<b>Cochlear Europe</b> 6 Dashwood Lang Road Bourne Business Park Addlestone Surrey KT152HJ UK  Tel: +44 1932 263 400 Fax: +44 1932 263 426  Email: info@cochlear.co.uk	<b>Cochlear Americas</b> 10350 Park Meadows Drive, Lone Tree CO 80124 USA  Toll free (North America) 1800 483 3123 Tel: +1 303 790 9010 Fax: +1 303 524 6782  Email: customer@cochlear.com	<b>Cochlear Latinoamérica</b> International Business Park Building 3835, Office 403 Panama Pacifico Boulevard Panama City Panama  Tel: +507 830 6900 Fax: +507 830 6218  Email: clasapedidos@cochlear.com
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Alternatively, contact Cochlear at one of the addresses nearest to you. For contact details, visit our website at [www.cochlear.com](http://www.cochlear.com), or refer to the back page of your user guide.

## 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*.

### Misuse, negligence or accident

The *Warranty* will be void at *Cochlear's* election should we find evidence of any misuse, negligence or accidental damage in respect of the *Product* by recipient, *Clinician* or any other person. For example, evidence of chewing or biting the *Product* is considered misuse.

### Cosmetic damage

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

### Accidental damage from animals

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

### 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*.

### Use in or around water / 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.

### 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* and/or any other item (including but not limited to any battery or accessory) that is not approved by *Cochlear* for use with the *Product*.

This document is important. It contains a warranty (the "*Warranty*") for each of the products identified in the table below (the "*Product*"). 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. In this *Warranty* words appearing in italics, like this, have the meanings given to them in this *Warranty*.

**For Implants and Processing Units, this Warranty depends upon registration of your Product. In the case of accessories, proof of purchase is required. Please complete registration of your Product where required in accordance with the registration instructions. Please retain any receipt or invoice received at time of purchase of your Product.**

Please note the applicable information set out below and keep this document as a reference of *Warranty* details.

Depending upon the country in which the *Product* is purchased, the provider of this *Warranty* (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*.

The duration of the *Warranty* for each *Product* (the "*Warranty Period*") is set out below. Please also see the detail below as to the commencement of *Warranty Periods*.

## Warranty Periods

Item	Warranty Periods
Nucleus® Cochlear Implant	10 Years
Nucleus Auditory Brainstem Implant	
Processing Unit / Controller	3 Years
Coil, Magnet	1 Year
Cables, Adaptors	
Rechargeable Battery & Module	
Battery Charger, Charging Kit	
Battery Holder, Battery Cover (Zinc Air)	
Remote Assistant, Remote Control	
Hybrid Speaker Unit, Domes, Earmoulds, Tools	
True Wireless™ Accessories	
All other Accessories	

Table 1: Warranty Periods for Cochlear Products

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 2: Commencement of Warranty Periods

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 3: Warranty Periods for repaired or replaced Processing Units

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

Table 4: Warranty Periods for refurbished Processing Units (when sold)

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, Bring Back the Beat, Button, Carina, Cochlear, 科利耳, コクレア, 코클리어, Cochlear SoftWear, Codacs, Contour, Contour Advance, Custom Sound, ESPrit, Freedom, Hear now. And always, Hugfit, Hybrid, Invisible Hearing, Kanso, MET, MicroDrive, MP3000, myCochlear, mySmartSound, NRT, Nucleus, Outcome Focused Fitting, Off-Stylet, Slimline, SmartSound, Softip, SPrint, True Wireless, the elliptical logo, and Whisper are either trademarks or registered trademarks of Cochlear Limited. Ardiun, Baha, Baha SoftWear, BCDrive, DermaLock, EveryWear, SoundArc, Vistafix, and WindShield are either trademarks or registered trademarks of Cochlear Bone Anchored Solutions AB.

# Warranty terms, conditions and limitations

## A. Introduction

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 achieved.

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) any medical and/or healthcare costs or expenses (including costs or expenses relating to surgery, hospitalisation or audiology), attendant care costs, accommodation or travel costs or 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, wilful act or default) arising from or in connection with any breach by *us* or *our* employees, agents or contractors of: (i) any of the terms and conditions of this *Warranty*; (ii) any statutory, civil or common law duty; or (iii) 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*, this *Warranty* will continue to 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 only apply to *you* in part or not at all (**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 relevant specifications which are (where applicable) 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. We do not provide medical advice or recommendations, nor do we make treatment decisions. Please consult with *your Clinician* for all medical recommendations, advice and treatment decisions relating to the *Product*.
12. If a *Product* is implanted or first used after any “Use Before” date marked on the package (where appropriate) then this *Warranty* will be voidable at *Cochlear's* election for that *Product*.
13. For *Implants* and *Processing Units*, this *Warranty* depends upon registration of *your Product*. In the case of accessories, proof of purchase is required. Please complete registration of *your Product* where required in accordance with the registration instructions. Please retain any receipt or invoice received at time of purchase of *your Product*.
14. 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.
15. This *Warranty* will be voidable at *Cochlear's* election should we find evidence of any misuse, negligence or accidental damage in respect of the *Product* by *you*, a *Clinician* or any other person.
16. This *Warranty* will be voidable at *Cochlear's* election should we find evidence of any defect or damage arising from, associated with, or related to the use of this *Product* with any non-*Cochlear Processing Unit*, any non-*Cochlear Implant* and/or any other item (including but not limited to any battery or accessory) that is not approved by *Cochlear* for use with the *Product*.
17. Subject to *Local Laws*, we make no representation or warranty that the body will not react adversely to the *Product*.
18. *Cochlear* may require return of the original *Product* or component to evaluate *Warranty* coverage before issuing a replacement, credit or refund. Once a *Product* or component that has been replaced or returned under this *Warranty* is returned to and in the physical possession of *Cochlear*, that *Product* or component becomes the exclusive property of *Cochlear*.
19. *Cochlear* assumes no responsibility for preserving or maintaining the integrity of any *Product* that is outside the physical possession of *Cochlear*, including, but not limited to, any *Product* that is in the possession of a hospital, medical centre or patient.
20. In the case of *Implants*, *Cochlear* may not be able to determine whether there is a valid claim under this *Warranty* until the completion of post explant testing (which may include destructive testing). In such circumstances, *Cochlear* may, in its discretion, provide a replacement prior to testing as a courtesy and as an exception to this *Warranty*, or may defer *Warranty* coverage until after required testing has been completed and coverage under this *Warranty* has been established.
21. This *Warranty* is not transferable. *You* may not transfer or assign *your* rights under this *Warranty* to any other person.

## D. Other key words used in this *Warranty*

*Clinician* means a treating healthcare professional.

*Implant* means the implantable component of a cochlear *implant* system which contains the receiver, stimulator and electrode array.

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

*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 of a cochlear *implant* system which contains the microprocessor responsible for sound and speech processing.