

THINKLABS LIMITED WARRANTY

Subject to the exclusions contained below, Thinklabs Medical LLC (“Thinklabs”) warranty obligations for this hardware product are limited to the terms set forth herein: Thinklabs warrants the Covered Product, as defined below, against defects in materials and workmanship under normal use for a period of TWO (2) YEARS from the date of retail purchase by the original purchaser (“Warranty Period”).

If a manufacturing defect arises and a valid claim, following Thinklabs’ Return Procedure, is received by Thinklabs within the Warranty Period, at its option and to the extent permitted by law, Thinklabs will either (1) repair the product at no charge, using new parts or refurbished parts that are equivalent to new in performance and reliability, (2) exchange the product with a product that is new or refurbished that is equivalent to new in performance and reliability and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product.

Thinklabs may request that you replace defective parts with user-installable new or refurbished parts that Thinklabs provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Thinklabs, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Thinklabs’ property. When a refund is given, the product for which the refund is provided must be returned to Thinklabs and becomes Thinklabs’ property.

EXCLUSIONS

Typical Wear and Tear. Periodic maintenance (such as battery replacement), repair and replacement of parts due to normal wear and tear are excluded from coverage.

Abuse & Misuse. Defects or damage that result from: (a) improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) subjecting the Product or Accessory to abnormal usage or conditions; or (d) other acts which are not the fault of Thinklabs, are excluded from coverage.

Use of Non-Thinklabs Products and Accessories. Defects or damage that result from the use of Non-Thinklabs branded or certified products, accessories, software or other peripheral equipment are excluded from coverage.

Unauthorized Service or Modification. Defects or damages resulting from service, testing, adjustment, maintenance, alteration, or modification in any way by someone other than Thinklabs, or its authorized service centers, are excluded from coverage. This includes alterations or repairs made by end users.

Alterations. Products with (a) serial numbers or date tags that have been removed, altered or obliterated; (b) products that show evidence of tampering; are excluded from coverage.

Branding, Hardware, Software. This Limited Warranty applies only to the hardware product manufactured by or for Thinklabs that can be identified by the "Thinklabs" trademark, trade name, or logo annexed to it. The Limited Warranty does not apply to any non-Thinklabs hardware product or any software, even if packaged or sold with a Thinklabs-branded device. Manufacturers, suppliers, or publishers, other than Thinklabs, may provide their own warranties to the end user purchaser, but Thinklabs, in so far as permitted by law, provides their products "as is". Software distributed by Thinklabs with or without the Thinklabs brand name is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Thinklabs does not warrant that the operation of the product will be uninterrupted or error-free. Thinklabs is not responsible for damage arising from failure to follow instructions relating to the product's use.

LIMITATIONS

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, THINKLABS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF THINKLABS CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY THINKLABS IN ITS SOLE DISCRETION.

Some states and jurisdictions do not allow limitations on how long an implied warranty or condition may last, so the limitations described above may not apply to you.

ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, OTHERWISE THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL THINKLABS BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

Some states and jurisdictions do not allow limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another.

No Thinklabs reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

COVERED PRODUCTS

Thinklabs One, ds32a and ds32a+ Limited Edition purchased new from Thinklabs or its approved dealers.

Spare parts such as batteries, eartips, cables, accessories and diaphragms are excluded and sold as spare parts.

THINKLABS RETURN PROCEDURE

Products returned to Thinklabs for repair or service must be sent, postage paid, in either the original packaging or in equally protective packaging, along with required Thinklabs repair forms, to the address specified on Thinklabs website for product service and repair. If your device contains any data, it is your responsibility to back up any data prior to returning your device. Thinklabs is not responsible for loss of data.

Visit thinklabs.com and look for the Service or Support link for specific instructions on how to return your product for service or repair in compliance with this Return Procedure.