

REPAIR WARRANTY

Oticon, Inc. warrants to the original Client of the hearing aid product set forth above (the "Product") that the Product will be free from defects in material and workmanship until the expiration date of the Repair Warranty as set forth above. This Repair Warranty applies to the Product only (includes shell remake) and does not cover Product accessories such as batteries, bone oscillators, cords, domes, ear hooks, receivers, or modifications. This Repair Warranty is limited to the Client only and may not be assigned or transferred.

This Repair Warranty will be void and of no effect, and Oticon, Inc. will have no liability hereunder if: (a) the Product has been subjected to misuse, abuse, negligence, accident, or improper or inadequate maintenance; (b) modifications, repairs, or services are made to the Product by unauthorized or unqualified persons; or (c) the Product has not been purchased from an authorized Oticon, Inc. distributor or sales representative.

The Repair Warranty is limited to the Product only and does not cover any services offered by your Provider or additional items offered in the sales contract between Provider and Client. Oticon, Inc. does not prescribe, sell, or dispense any Products directly to Clients or offer any Audiological/Programming or Blue Tooth support. Please consult your Provider for support with any of the foregoing services.

Oticon, Inc.'s only obligations under this Repair Warranty, and Client's sole remedy for breach of this Repair Warranty, are limited to repair of any part or parts of the Product that prove to be defective during the Repair Warranty period or, in Oticon, Inc.'s sole discretion, replacement of such Products.

OBTAINING REPAIR WARRANTY SERVICE

All Repair Warranty claims must be made prior to the Repair Warranty expiration date set forth above. Service is available by taking the Product to the Provider from whom the Product was purchased or to any other authorized provider of Oticon, Inc. products. A current list of authorized providers can be obtained by calling 7325601220 or by visiting our Provider Locator Feature at www.oticonusa.com.

The Provider will determine service needs and, if necessary, send the hearing instrument to Oticon, Inc. for repair. The Consumer is responsible for any professional fees charged by the Provider, including, without limitation, any fees for office visits, testing, programming, or dispensing (collectively, the "Professional Fees"). Please allow thirty (30) business days for service to be completed.

The Repair Warranty and Replacement Coverage are for repair or replacement of parts or Products only. Except to that limited extent, Oticon, Inc. will not under any circumstances be liable for any loss, cost, damage, or expense of any kind arising from a breach of these warranties or otherwise. Without limiting the foregoing, Oticon, Inc. SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OPERATION, SERVICING, OR REPAIR OF ANY Oticon, Inc. PRODUCT. IN NO EVENT WILL Oticon, Inc. BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR Oticon, Inc. PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. Oticon, Inc. SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE OR PURPOSE. NO PERSON OR ENTITY IS AUTHORIZED TO BIND Oticon, Inc. TO ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY FOR ANY Oticon, Inc. PRODUCT. ACCEPTANCE OR USE OF THE OTICON PRODUCT FOR WHICH THIS WARRANTY IS ISSUED WILL CONSTITUTE ACCEPTANCE OF THE TERMS HEREOF.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES, OR OF ANY EXPRESS OR IMPLIED WARRANTIES, IN SUCH JURISDICTIONS OTICON'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THIS LIMITED WARRANTY PROVIDED BY Oticon, Inc. GIVES CLIENTS SPECIFIC LEGAL RIGHTS, AND CLIENTS MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. The disclaimers of liability included in this Limited Warranty shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.

This Limited Warranty shall be governed by the laws of the State of New Jersey. Client and Oticon, Inc. agree that all disputes between the parties in connection with or arising out of the existence, validity, construction or performance of this Limited Warranty which the parties are unable to amicably resolve between themselves within thirty (30) days, shall be referred to arbitration in New Jersey in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with such rules.

For any inquiries that have not been resolved through the Provider, by calling Oticon, Inc. at the number provided above, or by visiting Oticon, Inc.'s website at www.oticonusa.com, please write to address below.

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