

1 Product Warranty

1.1 Limited End-User Warranty

Your Products are warranted against defects in materials and workmanship for the warranty period from the date of original retail purchase (if purchased at an Authorized retailer) or from the date of shipment (if purchased directly on our Site) when used in accordance with the applicable usage documentation. Your dated sales or delivery receipt is your proof of purchase. You may be required to provide proof of purchase as a condition of receiving warranty service.

The warranty period is either:

1.1.1 New Product Purchases:

- Two (2) years from the date of purchase in accordance with our medical device products warranty or the minimum period mandated by the regulatory requirements in the country of sale.

1.1.2 Remanufactured Product Purchases:

- One (1) year from the date of purchase in accordance with our medical device products warranty or the minimum period mandated by the regulatory requirements in the country of sale.

Products, including HP Hearing PRO, purchased through a retailer will be subject to that retailer's return policies and customers will need to contact the retailer directly to arrange a return for a change of mind. Should the retailer sell an extended warranty purchased by the customer, then the customer will need to contact the retailer directly for any purchased extended warranty coverage, term, and conditions.

Where permitted by local law, Products, and any replacement products or parts may contain new materials or used materials equivalent to new in performance and reliability. Replacement products or parts will have functionality at least equal to that of the product or part being replaced. Replacement products and parts are warranted to be free from defects in materials or workmanship for 90 days, or for the remainder of the warranty period for the Product which they are replacing or in which they are installed, whichever is longer.

This Limited Warranty does not include technical assistance. This Limited Warranty does not cover cosmetic damage, loss or damage in transit, or damage resulting from (a) accident, misuse, abuse, or other external causes; (b) product elements not supplied by us; (c) modification or service by unauthorized Product Service Center or authorized service provider. Limited Warranty does not cover rechargeable batteries or Ear Tips.

2 Limitations/Local Laws

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR YOUR PRODUCT. ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. ANY IMPLIED WARRANTIES IMPOSED BY LAW ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD.

This Limited Warranty gives you specific legal rights, and it is governed by the laws of the state and country in which your Product was purchased. You may also have other rights that vary from state to state and country to country. You are advised to consult applicable state and country laws to determine your rights. Some states and countries do not allow any limitation on how long a limited warranty will last, or any exclusion or limitation of incidental or consequential damages. In such states and countries, some of the exclusions or limitations stated in this Limited Warranty may not apply to you.

3 Sole Remedies/No Incidental or Consequential Damages

To the extent allowed by local law, the remedies provided in this Limited Warranty are your sole and exclusive remedies. These terms and conditions supersede any prior agreements or representations, including statements made in sales literature or advice given in connection with your purchase.

TO THE EXTENT ALLOWED BY LOCAL LAW, AND EXCEPT AS SPECIFICALLY SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT SHALL HP, ANY NUHEARA SERVICE CENTER OR ANY NUHEARA-AUTHORIZED SERVICE PROVIDER BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4 Locate Your Customer Support Center

If you need support during the warranty period, locate the Customer Support Center at:
<https://support.hphearingpro.com/hc/en-us>

Or use the following contact information:

North America

Nuheara Inc.
13555 SE 36th Street Suite 100
Bellevue, WA 98006
1-844-540-0384