

# Mask Warranty Statement - Australia

Fisher & Paykel Healthcare warrants that Fisher & Paykel Healthcare masks (excluding foams and material diffusers), when used in accordance with the instructions for use, shall be free from defects in workmanship and materials and will perform in accordance with Fisher & Paykel Healthcare's official published product specifications for a period of 90 days from the date of purchase by the end user.

## 1. Conditions of Warranty

- > This warranty is provided by the manufacturer, Fisher & Paykel Healthcare Limited of 15 Maurice Paykel Place, East Tamaki, Auckland, New Zealand. Phone: +64 9 574 0100, email: info@fphcare.co.nz.
- > To make a claim under this warranty you must:
  - o contact the Fisher & Paykel Healthcare dealer from whom you purchased the product to arrange the return of the product to that dealer. Any products purchased over the Internet must be returned to the relevant Internet dealer; and
  - o provide proof of purchase (i.e. sales receipt) to the Fisher & Paykel Healthcare dealer.
- > On receipt of a warranty claim during the 90 day warranty period, the relevant Fisher & Paykel Healthcare dealer will arrange for the product to be returned to Fisher & Paykel Healthcare at the expense of Fisher & Paykel Healthcare.
- > Fisher & Paykel Healthcare will determine whether the faults or defects are covered by this warranty.
- > If this warranty applies to a defective product, Fisher & Paykel Healthcare will, after receipt of the product, at its option and expense, repair or replace the product or the defective material or part. If Fisher & Paykel Healthcare repairs or replaces any product, the warranty period for any product repaired or replaced does not extend beyond the original warranty period. Fisher & Paykel Healthcare will pay the expenses for shipment of repaired or replacement product to you.
- > This warranty is exclusive to the first end user and may not be assigned or transferred.
- > This warranty does not cover damage caused by:
  - o accident;
  - o misuse or abuse;
  - o modification;
  - o failure to follow instructions for use;
  - o unsuitable physical or operating environment;
  - o failure caused by a product not supplied or manufactured by Fisher & Paykel Healthcare;
  - o other defects not related to materials or workmanship; or
  - o failure to use original spare parts.

## 2. General Terms

- > The warranty contained in this document is only available in respect of products purchased in Australia. This document shall be governed by, and construed in accordance with, Australian law.
- > Fisher & Paykel Healthcare excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any law or cause any part of this warranty to be void.

- > To the fullest extent permitted by law, Fisher & Paykel Healthcare disclaims all liability for special, incidental, indirect or consequential damages (including but not limited to, loss of profits) arising out of the sale, repair or use of any product under the above warranty.
- > Nothing in this document is intended to exclude or limit the application of any provision of any law where to do so would contravene that law or cause any part of this document to be invalid or void.
- > Your rights under this warranty are in addition to and do not in any way affect any other rights or remedies that you have under applicable consumer law. 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 products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

**Please contact your Fisher & Paykel Healthcare representative if you have any questions or require further information about this Mask Warranty.**