

# CPAP Warranty Statement - Australia

Fisher & Paykel Healthcare warrants that Fisher & Paykel Healthcare CPAP units (excluding consumable items forming part of the CPAP delivery system, including any and all humidifier chambers, breathing circuits, filters and interfaces), 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 2 years 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:
  - 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
  - provide proof of purchase (i.e. sales receipt) to the Fisher & Paykel Healthcare dealer.
- > On receipt of a warranty claim during the 2-year 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 unit, Fisher & Paykel Healthcare will, to the extent permitted by law, at its option repair or replace the unit 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:
  - accident;
  - misuse or abuse;
  - modification;
  - failure to follow instructions for use;
  - unsuitable physical or operating environment;
  - failure caused by a product not supplied or manufactured by Fisher & Paykel Healthcare;
  - other defects not related to materials or workmanship;
  - failure to use original spare parts or accessories;
  - a faulty electrical connection, or an abnormal rise or fall in voltage;
  - or
  - water damage.
- > Modem connectivity is only included within the Fisher & Paykel Healthcare standard 2-year product warranty period. Outside of this 2-year period, charges may apply, subject to network availability.

## 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 document are in addition to and do not in any way affect any other rights or remedies you may have under applicable consumer law. In particular, Fisher & Paykel Healthcare's products 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.
- > Cellular network availability is not an indicator of a faulty device. Cellular services are dependent on network availability in Australia, which may change at any time and is beyond our control. Fisher & Paykel Healthcare CPAP devices have alternative non-modem options for data transfer that are also available.

**IMPORTANT:** Fisher & Paykel Healthcare CPAP devices contain no serviceable parts. In the event of a device power failure or malfunction or if the device incurs damage, is dropped or displays an error, therapy should be discontinued immediately and a Fisher & Paykel Healthcare representative should be contacted.

As Fisher & Paykel Healthcare CPAP devices contain no serviceable parts, Fisher & Paykel Healthcare does not authorise any third parties to perform repairs or servicing of its CPAP devices. Attempting to disassemble, service or repair a Fisher & Paykel Healthcare CPAP device is contrary to user instructions and may void the device warranty.

**Please contact your Fisher & Paykel Healthcare representative if you have any questions or require further information about this Mask & CPAP Warranty/ CPAP Out of Warranty Replacement Program.**