

WARRANTY STATEMENT -CANADA

1. Fisher & Paykel Healthcare warrants that the Fisher & Paykel Healthcare CPAP units (excluding consumable items forming part of the CPAP delivery system) 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 3 years from the date of purchase by the end user, or if an extended warranty is purchased, for that extended warranty period from the date of purchase by the enduser.
2. This warranty does not cover damage caused by:
 - a. accident;
 - b. misuse or abuse;
 - c. modification;
 - d. repairs carried out by persons not authorized by Fisher & Paykel Healthcare;
 - e. unsuitable physical or operating environment;
 - f. failure to follow instructions for use;
 - g. failure caused by a product not supplied or manufactured Fisher & Paykel Healthcare;
 - h. other defects not related to materials or workmanship; or
 - i. failure to use original spare parts.
3. Warranty claims can only be made when accompanied by proof of purchase (i.e. sales receipt).
4. If this warranty applies to a defective product, Fisher & Paykel Healthcare will, at its option, repair or replace the product or the defective material or part. If Fisher & Paykel Healthcare replaces any product, the warranty period for any product replaced does not extend beyond the original warranty period (as set out in section 1 of this warranty).
5. This warranty is your exclusive warranty and replaces all other warranties or conditions, express or implied, including but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose. Some States, Province's or jurisdictions do not permit certain exclusions or limitations of liability. To the extent of such local requirements, but only to the extent necessary to comply with local law in that State, Province, or jurisdiction, the exclusion and limitation of liability shall not apply. Any mandatory implied warranty, shall, to the extent permitted by law, be limited to the warranty period.
6. 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 or use of this product.
7. This warranty does not 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 warranty to be void.
8. To exercise your rights under this warranty, contact Fisher & Paykel Healthcare directly or contact your authorized Fisher & Paykel Healthcare dealer.

This warranty applies only in Canada.

Fisher & Paykel
HEALTHCARE