



## Limited Warranty #2 ZPower Hearing Aid Products US and Canada

---

### LIMITED WARRANTY COVERAGE

ZPower, LLC provides limited warranty coverage for defects in workmanship or materials on its hearing aid accessories (the "Products") sold for use by customers in the United States and Canada, as described in this Limited Warranty. This warranty gives you specific legal rights; you may also have other rights, which vary from state to state.

This warranty is provided only to the original purchaser of the Products from an authorized ZPower hearing care professional. This warranty does not extend or apply to anyone else. The terms of this warranty cannot be changed or modified without ZPower's express, written consent. Your ZPower hearing care professional is an independent business which is not authorized to change or modify this warranty. There are no other Product warranties or conditions provided by ZPower.

### COVERED PRODUCTS AND LIMITATIONS

ZPower warranty coverage is provided as follows:

- Chargers: 12 months
- Door modules: 12 months
- Batteries: no warranty
- Hearing aid: remainder of hearing aid manufacturer's warranty (see Remedies)

Warranty coverage runs from the date of purchase of the Products (as verified by your ZPower hearing care professional), and applies only to warranted defects that first manifest themselves and are reported to ZPower or your ZPower hearing care professional within the applicable warranty period. ZPower reserves the right to determine to its reasonable satisfaction whether a claimed defect is covered by this warranty. This warranty applies only to defects in workmanship or materials, and does not apply to damage due to moisture or debris (such as ear wax), exposure to corrosive conditions, physical shock, excessive wear and tear, improper or inadequate charging (such as short circuiting of battery terminals) or maintenance, or other damage. Under the laws of certain states, there may be no implied Product warranties from ZPower, and **ALL IMPLIED WARRANTIES OR CONDITIONS (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE DISCLAIMED AND EXCLUDED WHERE ALLOWED BY LAW.** If any implied warranties are applicable to the Products under state law, they are limited in duration to the applicable provisions of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### REMEDIES

If a defect covered by this warranty occurs, ZPower or your ZPower hearing care professional will repair or replace the defective component. **ZPower will also repair or replace any defective hearing aid using the Products if that defect is not covered under the hearing aid manufacturer's warranty (or any other applicable warranty).** This "repair or replacement" remedy is in ZPower's sole discretion, and is the **exclusive remedy** under this warranty. ZPower has **no responsibility or liability for any incidental or consequential damages** (such as loss of use, the cost of buying other components, or travel costs to obtain warranty service) which are **excluded and disclaimed** from this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### OBTAINING WARRANTY COVERAGE

To obtain warranty coverage, you must return the Products to your ZPower hearing care professional within fifteen (15) days after any defect occurs. **To initiate a repair, you must contact ZPower Customer Care at 866-364-2909, 4765 Calle Quetzal, Camarillo, CA 93012, 805/445-7789, ZPowerbattery.com.**

This document is CONFIDENTIAL and PROPRIETARY. It is owned by ZPower, LLC and information may not be disclosed without proper authorization. This is a Controlled Copy of this document.