

Platinum Series™ Sound Processor LIMITED WARRANTY

Advanced Bionics® Corporation (referred to as Advanced Bionics) warrants to the purchaser of a new Platinum Series™ Sound Processor System that the Sound Processor is free from defects in workmanship and materials for a period of 36 months from the date of initial processor fitting.

Advanced Bionics further warrants to the purchaser of a new Platinum Series Processor System that the Headpiece and Charger (including Charger Base and Transformer) are free from defects in workmanship and materials for a period of 36 months from the date of initial Processor fitting.

The exclusive remedy for breach of this warranty is: (a) repair or replacement of the defective Sound Processor, Headpiece, or Charger with a functionally equivalent Advanced Bionics replacement product, or (b) at Advanced Bionics' option, full credit equal to the original purchase price of the defective Sound Processor, Headpiece, or Charger to be applied towards the purchase of a new replacement component.

Advanced Bionics expressly disclaims all implied warranties, including but not limited to, the warranties of merchantability and fitness for purpose. Any accessory items included with the Sound Processor are warranted for a period of 3 months from initial Processor fitting (or time of purchase if purchased separately).

Product claims under Advanced Bionics' Limited Warranty are subject to the following conditions and limitations:

1. The product registration card must be completed and returned to Advanced Bionics within 30 days of initial fitting or receipt of the product in order to receive the benefits of this warranty.
2. The Sound Processor, Headpiece, or Charger that is the subject of the warranty claim must be returned to Advanced Bionics (or its authorized agent) within 15 days after discovery of the defect.
3. Advanced Bionics must be able to confirm the Sound Processor, Headpiece, or Charger failure.
4. This warranty specifically excludes defects caused by: (a) fire, floods, lightning, natural disasters and other calamities commonly defined as "Acts of God;" (b) accident, misuse, abuse, negligence, water damage as a result of immersion, improper fitting or connecting of components or failure to operate the Sound Processor, Headpiece, or Charger in accordance with the manufacturer's instructions; (c) wear and tear resulting in cosmetic or exterior damage; (d) attempts to repair, maintain, or modify the equipment by the customer or any third party not authorized by Advanced Bionics; (e) performance problems caused by attachment of any component of a Platinum Series Sound Processor System to any equipment or device not supplied by Advanced Bionics without the prior approval of Advanced Bionics; (f) cable breakage (appropriate care should be taken to prevent forces from damaging cables); (g) battery cell depletion, which may occur during the warranty period and is not considered a defect in workmanship or material—The Lithium Ion batteries have a specified capacity, which may deplete at different rates depending on the settings used and failure to recharge as specified in the operator's manual (Note: per operator instructions, Lithium Ion batteries should be used promptly after receipt, should not be stored for future use, must be periodically recharged and should be kept within temperature range); or (h) accessories not listed within this limited warranty.
5. For a replacement Sound Processor, Headpiece, or Charger, the warranty will run only to the end of the warranty period for the original component that was replaced.

Outside the United States

The terms and conditions of this warranty limitation may be different in each country depending on applicable local legal rights.

Contact

For information regarding this warranty, please contact Advanced Bionics.

**Boston
Scientific**

Auditory Business

www.BionicEar.com

Headquarters

Advanced Bionics® Corporation
12740 San Fernando Road
Sylmar, CA 91342, USA
(800) 678-2575
within US and Canada
(661) 362-1400
(661) 362-1500 Fax
(800) 678-3575 TDD
info@advancedbionics.com

Europe

Advanced Bionics SARL
76 rue de Battenheim
68170 Rixheim, France
+33 (0) 3-89-65-98-00 (V)
+33 (0) 3-89-65-50-05 Fax
europa@advancedbionics.com

www.BostonScientific.com

Asia-Pacific and Latin America

Advanced Bionics
Asia-Pacific and Latin America
25129 Rye Canyon Loop
Valencia, CA 91355, USA
(661) 362-1840
(661) 362-4604 Fax

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