



## **LIMITED FACTORY WARRANTY**

### **Warranty Period, studer care**

Studer Innotec SA (hereafter Studer) warrants its full range of products to be free from defects in workmanship and materials for the applicable Warranty Period.

For the aj, variostring, variotrack, xtender, next and all Studer-Swiss made accessories: 10 years starting on the earlier of (i) 6 months from shipment from Studer, and (ii) the final sale of the product. For products manufactured between 2018 and 2022 and duly registered, 5+5 years. For products manufactured before 2018, 5 years.

### **Warranty eligibility**

Only the original owner of the product at the place of its first installation is eligible to make a claim on the warranty. Resale or reinstallation of the product without authorization from Studer will result in loss of warranty.

### **Warranty coverage**

During the Warranty and Extended Warranty Periods, Studer will, at its option, repair or replace the defective product free of charge. Studer shall not be liable for damages, whether direct, incidental, special, or consequential, caused by negligence or fault, even if having been advised of the probability of such damages.

### **Exclusions**

This warranty will not apply where the product has been misused, neglected, improperly installed, or repaired by anyone other than Studer or one of its Qualified Service Partner (hereafter QSP). To qualify for the warranty, the product must not be disassembled, modified, or have suffered any physical damage internally or externally.

This warranty does not cover damages arising from improper use such as:

- Reverse of battery polarity.
- Inadequate installation of the product and/or of its accessories.
- Use of incompatible or inadequate device with Studer's products.
- Mechanical shock or deformation.
- Contact with liquid or oxidation by condensation.
- Use in an inappropriate environment with exposure to dust, corrosive vapor, humidity, high temperature, etc.
- Intrusion of insects, animals, or any living organism.
- Breakage or damage due to lightning or overvoltage due to any external cause.
- Damage to connection terminals and screws from misuse or incorrect tightening.
- Damage during transport.
- Force majeure.

### **Warranty service**

Studer owns all parts removed from repaired products. Studer uses new or reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Studer or a QSP repairs or replaces a part of a product, its Warranty Period is: (i) the remaining time of the original Warranty Period or (ii) 6 months from the date of shipment from Studer or the QSP, whichever is longer.

### **Warranty procedure**



If a product requires service, the product reseller should be contacted first. In the event the reseller cannot be contacted, or if they are not able to provide service, direct contact should be made with Studer.

If Studer or a QSP determine the product should be sent in for service, a Return Form for Service is required before the product will be accepted for service.

The warranty claimant must provide all necessary information to process the warranty claim including, when applicable, the purchase invoice, product serial number, date of installation, and Extended Warranty Certificate. The faulty product must be sent at the sender's expense back to a QSP or Studer.

**CAUTION:** transport and packing material must be organized in a way to avoid damage to the product.

### **Life Support Policy**

As a general policy, Studer prohibits the use of any of its products in life support applications where failure or malfunction of the Studer product can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness. Studer does not recommend the use of any of its products in direct patient care. Studer will not knowingly sell its products for use in such applications unless it receives written assurance, satisfactory to Studer, that the risks of injury or damage have been minimized. The customer assumes all such risks, and the liability of Studer is adequately protected under these circumstances.

### **Australian 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Contact Studer Oceania Pty Ltd | [australia@studer-innotec.com](mailto:australia@studer-innotec.com) | +61423254725

### **Contact details**

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### **Applicable law**

Swiss law is exclusively applicable, and the jurisdiction is Sion, Switzerland.

If the warranty holder is a consumer according to Art. 6 of Regulation (EC) No. 593/2008, the choice of Swiss law shall not result in the consumer being deprived of the protection granted to them by the law of the country where they have their habitual residence and which cannot be derogated from by agreement.

### **Severability**

If a part of the terms and conditions set out above is held invalid, void, or unenforceable due to any national or international legislation, it shall not affect other parts of the remaining terms and conditions.

Sion, 26 November 2024