

## Guarantees and Warranties

Oregon Scientific does not offer any repair services. Oregon Scientific products have a 1 year limited warranty (Toys have a limited 90 day warranty).

### Oregon Scientific Product

Subject to the qualification with respect to statutory rights (below), to the fullest extent permitted by applicable law, Oregon Scientific gives no guarantees or warranties with respect to Products or Services, additional to those in the guarantee card included with the Products, (in each case, "Guarantees").

### Guarantee cards and Typical Guarantee terms and exceptions

In the Guarantee cards included with Products, Oregon Scientific or the relevant Oregon Scientific Group Company gives certain warranties and service undertakings concerning the Products.

The terms of the Guarantees applicable to the Products you order may vary depending on the relevant Product, country of sale or intended use of the Product. In the Guarantees, Oregon Scientific or the relevant Oregon Scientific Group Company (as stated in the relevant Guarantee) typically guarantees the Product to be free from defects in materials and workmanship for a period of 1 year (or other stipulated period) from original purchase. If, during that period, the Product proves defective in materials or workmanship, the relevant service center, facility or other service option will repair or replace the Product or defective parts, subject to exceptions stated in the relevant Guarantee. Repair or replacement of defective Products or parts in accordance with the relevant Guarantee terms is (to the fullest extent permitted by applicable law) your only and exclusive remedy for defective Product covered by a Guarantee.

However, the Guarantees (and these Terms) do not affect or detract from, and should not be read to affect, your statutory rights under applicable law (whether as a consumer or otherwise) which cannot be waived or limited by contract, and you may assert your rights at your sole discretion.

The following are some typical exceptions to Guarantee coverage (stated in the Guarantees):

- A Guarantee does not cover damage from adaptations or adjustments made to the relevant Product without the prior written consent of Oregon Scientific.
- A Guarantee will not apply if the type or serial number of the product has been altered, deleted, removed or rendered illegible.
- A Guarantee does not cover (among other things): a. periodic maintenance and repair or replacement of parts due to normal wear and tear; b. consumables supplied with the Product such as batteries; c. cosmetic damage; d. physical damage to liquid crystal displays; e. damage or loss to software, data or storage media; f. transport costs and risks; g. damage from improper use or maintenance; h. damage

from installation or use of the Product inconsistent with applicable technical or safety standards or installation or user instructions; i. damage from improper or incorrect installation of software and other products; j. repair or attempted repair of the Product by non-authorized persons; k. damage from accidents, lightning, water, fire, improper ventilation or any cause beyond the control of Oregon Scientific; l. damage by use of the Product with accessories, products or peripheral equipment not made by Oregon Scientific; m. damage by defects of any system into which the Product is incorporated; n. software (as mentioned below); and o. damage due to abuse, neglect or commercial use.

The Guarantees contain warranties and other vital terms concerning the Products, including limitations and exclusions of guarantee coverage and liability. Please review the Guarantee(s) which apply to the Products carefully. Placing an order for Products with Oregon Scientific constitutes full acceptance of the guarantee and warranty terms and limitations set out in these Terms and in any applicable Oregon Scientific Guarantees available to view at the time of placing an order. The terms of the Guarantee card shipped with the Product supersedes (to the extent of any inconsistency) Guarantee terms in Oregon Scientific websites and other sources.

Free-of-charge services under a Guarantee will be provided only on presentation of proof and date of purchase. Therefore, you should keep a copy of the invoice for the Product with the Product Guarantee card. You should also keep a copy of the courier delivery note as evidence of the exact delivery date.

Claims to be made within warranty period

Notwithstanding any provision of the Guarantees, all warranty claims must be made within the warranty period stipulated in the Guarantee.

No other terms or warranties

No advice or information, whether oral or written, obtained by you from Oregon Scientific, distributors, resellers or other third parties, whether through or from after-sales or other services referred to in, or linked to or from Oregon Scientific websites, or otherwise, will create any warranty or condition concerning Product features or capabilities not expressly stated in these Terms or the relevant Guarantee(s). There are no warranties, conditions or other terms that are binding on Oregon Scientific other than as stated in these Terms, except for those (if any) provided by your statutory rights under applicable law (whether as a consumer or otherwise) which cannot be waived or limited by contract.

There may be differences between Products delivered to you and seemingly equivalent products described in marketing materials (advertisements, catalogues, specification sheets etc) in manufacturers', distributors', resellers' or other websites or other materials, which may or may not be intended for use in your country of residence. Oregon Scientific is not responsible for such differences.

Any other warranty, condition or other term concerning Products that might otherwise be implied into or incorporated into the Terms by law is expressly excluded (to the fullest extent permitted by applicable law). Oregon Scientific employees are not authorized to vary these Terms.

If Products (such as certain accessories) are sold without an applicable Guarantee card, Oregon Scientific gives no warranty or guarantee, other than as stated in applicable law.

#### Third Party Hardware

If hardware which is not manufactured by Oregon Scientific is included as or with Products available for purchase from Oregon Scientific and a separate third party guarantee for that hardware is included with Products, the terms of that guarantee shall apply to the exclusion of the guarantees and warranties mentioned above (to the fullest extent permitted by applicable law).

#### Software

The Guarantee(s) and/or warranties mentioned above do not cover any software products contained in or supplied with the Products (whether produced by Oregon Scientific or by other parties). No guarantees or warranties (express or implied) with respect to software sold with or embedded or incorporated into Products are given, save any expressly set out in any accompanying software end-user licence agreement or other terms included with the software.

Any such software is provided "AS IS" (i.e. without warranty or conditions as to its satisfactory quality, fitness for purpose or correspondence with description) unless expressly provided in any end-user licence agreement or software or other product warranty from the relevant manufacturer or licensor, enclosed with the relevant Products. Please refer to the end-user licence agreements and/or guarantees included with the Products, for Customer's rights with regards to the manufacturer or supplier of software, and the parties' respective obligations with respect to that software.

#### Technical Assistance and Support

The Guarantee(s) and warranties do not cover technical assistance for hardware or software use.

Oregon Scientific does not offer support to customers for problems or issues regarding any software or other products licensed or manufactured by a party other than Oregon Scientific. If Customer needs such support, Customer must contact the respective manufacturer or licensor of the relevant software or other product.

#### Modification of Guarantees and warranties

Oregon Scientific reserves the right to modify warranties (in or referred to in these Terms), and/or separate warranties and guarantees (included with the Products) at any time. However, Contracts accepted on the basis of previous terms and conditions, including Guarantees which applied to your purchase (at the time of purchase) remain unaffected.

## Contact Us

Welcome to Oregon Scientific technical support and customer service contact. Please fill out the following form, and a Customer Care representative will respond to your request within a 48 hour schedule during normal Customer Service hours.

To ensure that your important email messages from Oregon Scientific are not filtered into your Spam, Junk or Bulk Mail folder, add our domain, "@oscientific.com" to your 'Approved or Safe Senders' list.

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If you are having troubles completing and/or submitting the above form, please email us directly at

customerservice@oscientific.com

Corporate Headquarters

Oregon Scientific, Inc.

10778 SW Manhasset Dr

Tualatin OR 97062

Media Requests Only:

Please contact: Sheila Tayebi

E-mail: Stayebi@360pr.com

Phone: 617-585-5770

Oregon Scientific, Inc.

Returns Department

10778 SW Manhasset Dr

Tualatin OR 97062

Returns:

\*RMA# \_\_\_\_\_ (this needs to be under our Returns Dept., NOT Media requests.)

Or Call Us

800-853-8883

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.