

Cochlear Implant Service Agreement Terms and Conditions

Our Assurance:

Cochlear™ Americas (the Company) assures the purchaser of a Service Agreement (Customer) that covered equipment will be maintained for the term of the Service Agreement, as specified herein.

Subject to the limitations of the plan you have selected, the Company will repair or replace, at its sole discretion, covered equipment components that have become defective during the term of the Service Agreement. The Company will ship replacement product after determining a replacement is required.

In the event Company provides Customer with replacement equipment, Customer must return any defective equipment to the Company within 30 days of the malfunction or discovery of defects. Company pays all shipping charges. If Customer fails to return defective items as required by this paragraph, Customer shall pay Company for the replacement equipment upon written demand from the company.

Coverage Start Date and Automatic Renewal:

Coverage start date is either: (a) the first day following the expiration of the original warranty or the most recent Service Agreement or (b) if neither the original warranty nor a Service Agreement is currently in place, the date payment is received by Cochlear. No service agreement will go into effect unless and until the Company receives a completed and signed Service Agreement application form with full payment or first installment, if Customer elects the Payment Plan. If applicable, the invoice will include sales tax. Customer agrees to provide the Company with prompt notice of any change in his/her name, mailing address, phone number, or credit card information.

It will be grounds for Company to immediately terminate the Service Agreement if Customer elects Payment Plan and fails, at any time, to provide updated address or change in credit card information promptly to the Company.

Payments and Charge Increases:

All payments are to be made in U.S. Dollars. If Customer elects the Payment Plan, payments must be received within 30 days of the invoice date. The Company reserves the right to suspend or terminate any Service Agreement if payment is not made within 30 days. If Customer elects "credit card" as his/her form of payment under the Payment Plan, Customer grants the Company authority to charge monthly payments to Customer's credit card.

Exclusions:

1. If you have insurance coverage through a federal or state insurance program (e.g., Medicare, Medicaid, VA, Tri-Care), you should not purchase a service agreement as the scope of your coverage through your current program covers most, if not all of, these services.
2. Unless the Plan you have selected provides otherwise this Service Agreement does not cover batteries and general cables.
3. These Service Agreements do not cover damage resulting from misuse, negligence, or accident.
4. The Service Agreement does not cover damage and/or need for repair resulting from (a) alteration or repair of the equipment by anyone other than Cochlear or a Cochlear authorized entity, and (b) use of the equipment with anything other than Cochlear-branded equipment.

Cancellations:

Either Customer or the Company may cancel this Service Agreement at the end of the applicable term by providing written notice of cancellation 30 days prior to the expiration date of the initial term or any successive term. The cancellation will be effective as of the expiration date.

Company may cancel the Service Agreement at any time if the equipment covered by the Service Agreement becomes obsolete or is no longer repaired by the Company. In such circumstances, Company will refund to Customer the pro-rated amount for the period remaining on the Service Agreement at time of cancellation.

Limitations:

As Customer's sole and exclusive remedy for any claim that repairs were not performed in a workmanlike manner, Company will, at its discretion, either re-perform the repairs or replace the defective product, and Customer agrees to accept this remedy in lieu of any other remedies available to him/her. For all other claims, to the fullest extent permitted by law, Company's liability for actual, proven damages arising out of or relating to the Service Agreement will not in the aggregate exceed an amount equal to the value of the annual Service Agreement charge. Customer will be barred from any remedy for any claim unless Customer gives Cochlear prompt written notice of the problem. In no event will Cochlear be liable for any consequential, special, indirect, incidental, or punitive loss, damage or expense. These terms and conditions constitute the only binding agreement between the parties concerning the subject matter of this agreement and supercede any and all existing written or oral agreements on this subject. No modification of these terms and conditions shall be binding on either party unless such modification is in writing and is signed by a duly authorized representative of the party sought to be bound. Cochlear reserves the right to amend or change this offer.

No person has authority to bind the Company to any representation, obligation or service agreement contrary to, or in addition to, this Service Agreement.

If you have any questions, please contact Cochlear Customer Service at 800 523 5798.

Cochlear Americas

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