

LIMITED WARRANTY

Hearing Aid

U.S. only – One (1) Year

Sony Electronics Inc. ("Sony"), solely for purchases made in the United States, warrants this product against defects in material or workmanship for the original owner and any subsequent end user owner(s) ("You" or "Your") for the time period set forth above. Pursuant to this Limited Warranty, Sony will, at its option, (i) repair the product using new or refurbished parts or (ii) replace the product with a new or recertified/refurbished product of the same (or similar) model. For purposes of this Limited Warranty, "recertified" or "refurbished" means a product or part that has been returned to its original specifications. **In the event of a defect, these are Your exclusive remedies.** Sony does not warrant that the operation of the product will be uninterrupted or error-free.

Term: The Limited Warranty starts on the original date of Your purchase of the product when the product is purchased directly from Sony or a Sony authorized dealer and continues for one(1) year thereafter. (To determine if a dealer is in the Sony authorized dealer network, please visit: www.sony.com/retailers; or contact Sony directly). With respect to any defective products during the Term, Sony will, at its option, repair or replace with a new, recertified or refurbished product or part, any product or part determined to be defective.

This Limited Warranty covers only the hardware components packaged with the product. It does not cover separate accessories, technical assistance for hardware or software usage and it does not cover any software products whether or not contained in the product, and other included content; any such software or other included content is provided "AS IS" unless expressly provided for in any enclosed software Limited Warranty or End User License Agreement. Please refer to the End User License Agreement(s) included with the product for Your rights and obligations with respect to the software or other included content. If You purchased an extended service plan, please refer to the service plan for the coverage, duration and terms of service. Extended service plans are not governed by this Limited Warranty.

To obtain warranty service, You must deliver the product, in either its original packaging or packaging affording an equal degree of protection to a Sony authorized service center together with a dated purchase receipt in order to obtain warranty service. Sony cannot guarantee that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of software or data. **It is Your responsibility to remove or backup any removable media or parts, data, software or other materials You may have stored or preserved on Your product. It is likely that any media or parts, data, software, or other materials (like pictures, music, videos, etc.) will be lost or reformatted during service and Sony will not be responsible for any such damage or loss.** Contact the following for specific instructions on how to obtain warranty service for Your product:

Visit Sony's Website: www.sony.com/support
Or call the Customer Experience Center: 1-877 864 7669

To register Your product or for contact information to purchase accessories or parts go to Sony's Website. (Limited warranty rights are not diminished if You do not register product.)

Repair/Replacement Warranty: This Limited Warranty shall apply to any repair, replacement part or replacement, recertified or refurbished product for the remainder of the original Limited Warranty period or for ninety (90) days, whichever is longer. Any parts or product replaced under this Limited Warranty will become the property of Sony. Any replacement, recertified or refurbished product provided under this Limited Warranty may, at Sony's option, vary in color and/or cosmetic design from the original product and may not include any original engraving or similar customization/personalization.

Sony is not responsible for, and this Limited Warranty does not cover, any damage arising from a failure to operate the product within its intended uses, or otherwise follow the owner's manual and safety instructions relating to the product's use and installation. Sony is not responsible for any labor costs You incur relating to service from servicers other than from a Sony authorized service center. This Limited Warranty only covers product issues caused by defects in material or workmanship during ordinary consumer use. This Limited Warranty does not cover products purchased from sources other than Sony or a Sony authorized dealer (including non-authorized online auctions), or issues due to: (i) outdoor exposure and other acts of nature; (ii) power surges; (iii) accidental damage; (iv) improper storage, abuse or misuse; (v) limitations of technology; (vi) cosmetic damage; (vii) contact with liquid, heat, humidity or perspiration, sand, dirt, smoke, or foreign materials (including, without limitation, food); (viii) ear wax in the product; (ix) damage, malfunction and/or failure to product resulting from use of parts or supplies not sold or authorized by Sony; (x) damage, malfunction and/or failure to product resulting from servicing not authorized or performed by Sony or a Sony authorized service center; (xi) computer or internet viruses, bugs, worms, or Trojan Horses; (xii) malfunctions due to peripherals/accessories; (xiii) modifications of or to any part of the product, including "rooting" or other modifications to control the behavior of the product or any factory installed operating system; (xiv) consumable parts, components, and/or accessories that are subject to wear and tear including, without limitation, USB cords, ear cushions, ear gels, ear hooks, ear tips, modular plugs, cases/pouches, adapters, microphone windscreens, decorative finishes, and/or removable batteries; (xv) any product where the factory-applied serial number has been altered or removed from the product; (xvi) if the battery in the product is not charged for a period of six (6) consecutive months (the product might not function or regain its full potential and long-term performance); or (xvii) products that are lost and/or may not be located using the Sony app to be used with the product (if applicable).

Subject to the terms herein, service by servicers or repair shops or use of third party parts that are not affiliated with, recommended or authorized by Sony will not void this Limited Warranty.

Further, to the extent this product incorporates use of a display, please note that a display contains hundreds of thousands of individual pixels, and displays typically contain a small number of pixels that do not function properly. This Limited Warranty does not cover up to .01% pixel outages (small dot picture elements that are dark or incorrectly illuminated).

This Limited Warranty does not cover Sony products sold "AS IS" or "WITH ALL FAULTS" or consumables (such as fuses or disposable batteries). Sony will not replace missing components from any package purchased "Open Box" or "AS IS". This Limited Warranty is valid only in the United States.

LIMITATION ON DAMAGES: SONY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION ON THIS PRODUCT. NOR SHALL RECOVERY OF ANY KIND AGAINST SONY BE GREATER THAN THE ORIGINAL PURCHASE PRICE OF THE PRODUCT FROM SONY OR AN AUTHORIZED SONY DEALER.

DURATION OF IMPLIED WARRANTIES OR CONDITIONS: EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to You. This Limited Warranty gives You specific legal rights and You may have other rights which vary from jurisdiction to jurisdiction.

READ THE FOLLOWING DISPUTE RESOLUTION/ARBITRATION PROVISION CAREFULLY. IT DETAILS YOUR RIGHTS AND INSTRUCTIONS SHOULD A DISPUTE RELATED TO THE PRODUCT ARISE.

What Happens If We Have A Dispute: Should a dispute or claim arise related to the product, Your purchase and/or use of the product, the terms of this Limited Warranty, or any service provided under the terms of this Limited Warranty (including any repair or replacement) ("Dispute"), You and Sony agree that the **Dispute shall be resolved exclusively through binding arbitration. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) IN ANY DISPUTES IN COURT. You also agree that ANY DISPUTE RESOLUTION PROCEEDING WILL ONLY CONSIDER YOUR INDIVIDUAL CLAIMS, AND BOTH PARTIES AGREE NOT TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION.** Despite the above, You have the right to litigate any Dispute on an individual basis in small claims court or other similar court of limited jurisdiction, to the extent the amount at issue does not exceed \$15,000, and as long as such court has proper jurisdiction and all other requirements (including the amount in controversy) are satisfied.

If any part of this arbitration provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

Arbitration Instructions. To begin Arbitration, either You or Sony must make a written demand to the other for arbitration. The Arbitration will take place before a single arbitrator. The arbitration will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules and the Supplementary Proceedings for Consumer-Related disputes ("Rules") of the American Arbitration Association ("AAA"), when applicable and in effect when the claim is filed. You may get a copy of AAA's Rules by contacting AAA at (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared between You and Sony, but in no event shall Your fees ever exceed the amount allowable by the special rules for Consumers Disputes provided for by AAA, at which point Sony will cover all additional administrative fees and expenses. This does not prohibit the Arbitrator from giving the winning party their fees and expenses of the arbitration when appropriate pursuant to the Rules. Unless You and Sony agree differently, the arbitration will take place in the county and state where You live, and applicable federal or state law shall govern the substance of any Dispute during the arbitration. However, the Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern the arbitration itself and not any state law on arbitration. The Arbitrator's decision will be binding and final, except for a limited right of appeal under the Federal Arbitration Act.

Opt-Out Instructions. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION, THEN: (1) You must notify Sony in writing within 30 days of the date that You purchased the product; (2) Your written notification must be mailed to Sony Electronics Inc., 16535 Via Esprillo, MZ 1105, San Diego CA 92127, Attn: Legal Department; AND (3) Your written notification must include (a) Your NAME, (b) Your ADDRESS, (c) the DATE You purchased the product, and (d) a clear statement that "YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ELECTRONICS ENTITY THROUGH ARBITRATION AND/OR BE BOUND BY THE CLASS ACTION WAIVER."

Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and You will continue to enjoy the benefits of the Limited Warranty.