### **WARRANTY POLICY**

#### **OMRON STANDARD WARRANTY TERMS & CONDITIONS**

## I. WARRANTY SCOPE

- This warranty policy ("Warranty Policy") is valid only within the territory of Vietnam and applies solely to applicable OMRON products ("Product") with a standard OMRON Warranty ("Warranty"). This Warranty Policy is offered by Omron Healthcare Vietnam Co., Ltd ("OMRON") through the authorized servicing partner(s) listed below at the end of this Warranty Policy ("Authorized Servicing Partner(s)") to the end consumer ("Customer"). For the avoidance of doubt, this Warranty does not extend to corporate customers.
- 2. During the warranty period set out in Clause 7 below ("Warranty Period") under normal use, Authorized Servicing Partner(s) will replace or repair the defective part(s) free of charge subject to the terms and conditions in this Warranty Policy. For avoidance of doubt, OMRON and its Authorized Servicing Partner(s) shall be exempt from any warranty liability for cases outside the scope of warranty set forth in this Warranty Policy, including parts or materials which are subjected to normal wear and tear.
- 3. OMRON reserves the right to modify, amend and update this Warranty Policy at any time and such modifications, amendments and updates shall become effective immediately upon posting on OMRON's website.

#### II. WARRANTY CONDITIONS

- 4. To qualify, the Product must be distributed by OMRON's authorized distributors in Vietnam and, registered on website <a href="https://www.omronhealthcare-ap.com/vn/warranty">https://www.omronhealthcare-ap.com/vn/warranty</a> ("Website"). The Customer has to complete the Warranty registration online at the Website within (10) days after purchase for registration purpose. For the avoidance of doubt, a successful Warranty registration shall not be construed as confirmation of the Customer's eligibility for the Warranty.
- For any servicing or repair requests within the Warranty Period, the warranty registration confirmation email/SMS and/or copy of receipt/ proof of purchase must be presented with the Product to validate the warranty service request. Original or copy of purchase receipt MAY BE REQUESTED for further verification.
- 6. OMRON and its Authorized Servicing Partner(s) reserve the right to decline any Warranty claim or service or, where applicable, to determine the warranty coverage period based on the Product's serial number or lot number, if the Customer fails to (i) meet any condition or requirement outlined in this Warranty Policy including but not limited to failing to register the Product as set out in Clause 4 or failing to provide the documents set out in Clause 5, or (ii) any of the event mentioned in Clause 9 arises (including not purchasing the Product from authorized local retailers or resellers).

# III. WARRANTY PERIOD

7. The Warranty, considered a value-add service, becomes effective on the first day of purchase and extends for the duration stipulated below:

Product	Warranty Period*
Blood Pressure Monitor	5 years
Nebulizer & Wheezescan	2 Years
Thermometer	1 Year
Pulse Massager (TENS)	1 Year
All Other OMRON Products	1 Year
(Exclude accessories & optional parts)	

<sup>\*</sup>In the event of any dispute, OMRON shall, in its absolute discretion, determine the date of commencement of the Warranty Period, and such determination shall be conclusive.

8. The Warranty is not transferable, negotiable or assignable to any third party.

### IV. EXCLUSIONS

9. The Warranty covers materials and workmanship defects except for the following exclusions:

# **Exclusions from coverage:**

- (a) Products still covered under any other warranties in effect;
- (b) Damage to the outer case and defects caused by misuse, negligence and accident;
- (c) Damage caused by use of Product contrary to the instruction manual;
- (d) Damage to the Arm Cuff set and inflation Bulb set of Blood Pressure Monitor due to normal wear and tear;
- (e) Optional Parts defects do not apply to standard wear and tear issues similar, and not limited to, stains from any liquids, gels or transferable items, marks from frequent usage, poor storage conditions and/or scratches/abrasions from external bodies/items;
- (f) Consumable items used in or with the Product such as (but not limited to) batteries, filters and gel pads;
- (g) Damage caused by battery leakage;
- (h) User-performed routine maintenance and cleaning as indicated in the operating/instruction manual;
- (i) Damage caused by modifications, repairs, or any work made to the Product by anyone not authorized by Omron;
- (j) Damage to any Product which has its serial number altered, removed, or defaced;
- (k) External faults such as wiring and electrical connection or defects from using wrong electrical supply;
- (I) Accidental or intentional physical damage;
- (m) Damage caused by poor storage conditions;
- (n) Damage as a result of natural disasters, civil unrest, fire, theft, spilled liquids, corrosion, environmental elements, animal or insect infestation;
- (o) Commercial use (multi-user organizations), public rental, use for profit or communal use for multifamily housing;
- (p) Diagnosis where no defect has been found or noted; and/or
- (q) Products purchased from unauthorized suppliers/sellers (including without limitation, unauthorized retailers and unauthorized internet resellers) whether within or outside of Vietnam.

### V. OBTAINING WARRANTY SERVICE

10. To commence any service/repair request (irrespective of whether the Product is within the Warranty Period or not), please contact our call center at 1800 646958 ("Call Center"). The Call Center will

- inform the Customer on the process of handing over the Product that needs servicing/repairing.
- 11. All Product repairs and servicing are performed by the Authorized Servicing Partner(s). Customers shall not deliver their Products to, or request for Product servicing/repair at, OMRON's office.
- 12. The Customer acknowledges and agrees that Authorized Servicing Partner(s) is unable to provide onsite servicing at the Customer's premises.
- 13. For a Product eligible for Warranty, OMRON or its Authorized Servicing Partner(s) will cover the costs for shipping the Product to the Authorized Servicing Partner(s) and returning it to the Customer's designated residence or place of use. Should the Customer request delivery or shipping of a Product that is no longer under Warranty or where the Warranty is not applicable, relevant shipping/delivery fees will be charged, regardless of whether the Customer initiated the pickup or delivery request.
- 14. Customers are required to collect or request delivery of their serviced or repaired Product within **60 days** of being notified of service completion. Failure to do so grants OMRON or its Authorized Servicing Partner(s) the right to dispose of the uncollected Product at their sole discretion.
- 15. Our Call Center may contact the Customer to determine the issue before any repairs are carried out.
- 16. OMRON has the sole discretion to repair or to replace a Product of equivalent quality and specifications in the event of Product malfunction during the Warranty Period.
  - 17. When a Product is replaced under Warranty the original Product will become the property of OMRON.
- 18. If identical materials are not available at the time of repair or replacement, OMRON reserves the right to substitute comparable materials or models and does not guarantee that the replacement will match the existing or original Product.
- 19. For repairs or maintenance on Products that are no longer under Warranty or if Warranty is deemed inapplicable, a service fee and the cost of any required spare parts will be charged. For Products repaired WITHOUT Warranty coverage, a 30-Day User Verification Period ("UVP") is automatically provided following repairs by the Authorized Servicing Partner(s). Should the same defect reoccur within this 30-day UVP, the aforementioned Authorized Servicing Partner(s) will provide a free repair.
- 20. Under normal circumstances, Authorized Servicing Partner(s) will service or repair the Product, where feasible, within 12 working days from the date of receipt of the unit by the Authorized Servicing Partner(s). If additional time is required, the Customer will be notified promptly.
- 21. All decisions made by OMRON through the Authorized Servicing Partner(s) in respect of servicing of the Product (including repairs or replacements of products or parts) or Warranty eligibility shall be conclusive and the Customer agrees to be bound by such decisions.

#### VI. LIMITATION OF WARRANTY

- 22. To the maximum extent permitted by the applicable local laws, OMRON has no warranty obligations other than those set forth in this Warranty Policy. This means that apart from the explicitly stated warranty terms, OMRON does not make any other warranties or assume any other obligations unless otherwise provided by law.
- 23. OMRON shall not be responsible for any damages that are NOT covered by the scope of warranty .

OMRON shall not be liable for damages related to the use or installation of parts not manufactured or distributed by OMRON.

To the extent permitted by the applicable local laws, the remedies in this Warranty are the Customer's sole and exclusive remedies. Under no circumstances shall the Warranty coverage extend to any loss or injury to a person or loss damage to property or any incidental, contingent, special or consequential damages or any direct or indirect loss. No implied warranty, including that of satisfactory or merchantable quality or fitness for a particular purpose, applies to the product after the Warranty Period. No other warranties (express or implied) or guarantee given by any other party in respect of the Product shall bind OMRON.

## VII. MISCELLANEOUS

- 24. Authorized Servicing Partner(s) and Call Center are not affiliated with OMRON in any capacity other than as distributor and/or service provider of OMRON and have no authority to bind OMRON or modify the Warranty or these terms and conditions.
- 25. This Warranty shall be governed by and construed in accordance with the laws of Vietnam.
- 26. This Warranty Policy is written in English and Vietnamese. In the event of any inconsistency between the provisions in the English version and the provisions in the Vietnamese version of this Warranty Policy, the provisions in the English version shall prevail.
- 27. Before contacting the Call Center, OMRON recommends the Customer to read the troubleshooting section in the instruction manual of the Product. This section describes error indicators and common troubleshooting tips that may assist the Customer in using the Product.

Authorized Servicing Center(s) in Vietnam:

### **Hanoi City**

Address: 15-17 Dang Tien Dong, Dong Da, Hanoi.

# **Ho Chi Minh City**

Address: 6<sup>th</sup> Floor, Block A2, Viettel Complex Tower, 285 Cach Mang Thang Tam, Ward 12, District 10, HCMC

Opening hours: 8:00 am to 12:00 noon & 1:00 pm to 5:30 pm from Monday to Friday every week Closed weekends on Saturdays, Sundays and public holidays

# This contact information may change without notice; please check OMRON's website for updated contact information.