

## **Lifeline On the Go Mobile Pendant One (1) Year Limited Consumer Warranty**

*This warranty applies solely to equipment purchased by end-user from Lifeline, as identified herein. Equipment rented by end-user from Lifeline is warranted under separate policy.*

Lifeline's warranty obligations for this hardware product are limited to the terms set forth below.

Lifeline warrants that the Lifeline On the Go Pendant (the "Product") is free from defects in materials and workmanship under normal use for a period of one (1) year from the date of Product installation ("Warranty Period"). If a hardware defect arises and a valid claim is received by Lifeline within the Warranty Period, Lifeline will, at its option, sole discretion and to the extent permitted by law, either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. When a product or part is exchanged, any replacement item becomes your property, and the replaced item becomes the property of Lifeline. Parts provided by Lifeline in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. Products repaired or replaced under warranty are covered only for the remaining balance of the original purchase warranty period. *Product repair or replacement in no way extends the original equipment warranty.* If it is determined that a refund is warranted, said refund will only be transacted upon Lifeline's receipt of the item. When a refund is given, the product for which the refund is provided becomes Lifeline's property.

### **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty applies only to the Product. The Limited Warranty does not apply to any (a) Lifeline products or accessories other than the Lifeline On the Go mobile pendant, or (b) non-Lifeline hardware products or accessories, even if packaged or sold with the Product. Lifeline does not warrant that the operation of the Product will be uninterrupted or error-free. Lifeline is not responsible for damage arising from failure to follow instructions relating to the Product's use and/or care guidelines.

This Limited Warranty does not apply to: (a) damage caused by use with non-Lifeline products; (b) damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) damage caused by operating the Product outside the permitted or intended uses, storage or operating parameters described by Lifeline; (d) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Lifeline; (e) a product or part that has been modified to alter functionality or capability without the written permission of Lifeline; (f) consumable parts, unless damage has occurred due to a defect in materials or workmanship; (g) cosmetic damage, including but not limited to scratches, dents and broken plastic; or (h) if any Lifeline serial number or labeling has been removed or defaced.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. LIFELINE'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY LIFELINE IN ITS SOLE DISCRETION. NO WARRANTIES WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. LIFELINE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF NONINFRINGEMENT.**

The remedies provided by this Limited Warranty are Customer's sole and exclusive warranty remedies. No agent, employee, or representative of Lifeline or any other person is authorized to modify this warranty in any respect. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

**EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT REQUIRED BY LAW, LIFELINE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY FAILURE TO MAINTAIN THE**

CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT OPERATE TO LIMIT LIFELINE'S LIABILITY FOR DEATH OR PERSONAL INJURY CLAIMS IN CONTRAVENTION OF LAWS PROHIBITING SUCH DISCLAIMERS.

#### SERVICE RETURN

To obtain service under the Limited Warranty, Customer must notify Lifeline of any defects before the expiration of the Limited Warranty term. Customer shall be responsible for the safe transport of the equipment to Lifeline. Lifeline may provide specific return packaging and shipping instructions for warranty return. This is to prevent damage to the Product or accidental activation. If so provided, Customer is responsible to pack and ship the Product in this specific manner. Customer shall not ship Product back to Lifeline without first calling Lifeline at 800-635-6156 to obtain warranty return authorization and/or advise of Customer's intent to do so. Customer shall retain responsibility for any loss or damage to equipment until the equipment is received by Lifeline.

Equipment should be mailed to the address below, or to such other address as Lifeline may designate from time to time:

Lifeline Systems Company, Inc.  
110 Southchase Blvd  
Fountain Inn, SC 29644

RA # \_\_\_\_\_  
(Include Return Authorization number in address)