

## **Warranty/Statutory Warranty Conditions Brain Products GmbH**

### **Neurology/neurophysiology/research equipment, components and accessories**

#### **Warranty conditions**

Brain Products GmbH, warrants to the initial purchaser that each new warranted product, shipped and purchased from Brain Products GmbH will be free from defects in workmanship and materials for a specified period ("Warranty Period") of:

<b>Category</b>	<b>Examples but not limited to</b>	<b>Warranty Period</b>
Amplifiers	BrainAmp, actiCHamp, actiCHamp Plus, LiveAmp*	36 months
Rechargeable battery packs for amplifiers	PowerPack, LiveAmp battery (internal)	6 months
	PowerUnit	12 months
Cables	Amplifier cables, electrode cables	12 months
Complementary Equipment	TriggerBox, EP-PreAmp, TurboLink, STE, Wireless Trigger, Sensors, etc.	36 months
Electrode Caps (fabrics)	actiCAP, actiCAP Xpress Twist, BrainCap, BrainCap MR, R-Net	12 months
Electrodes	Multitrodes, actiCAP slim mechanics	6 months
	R-Net electrodes, actiCAP slim electronics	12 months

\*except for battery failure

Peripheral components such as batteries/rechargeable batteries, flash discs etc. are not covered by the statutory warranty rights.

Brain Products GmbH provides a general warranty of 6 months for used products that have been purchased from Brain Products GmbH.

Brain Products GmbH's only obligation under this warranty is limited to repair or replacement, at Brain Products GmbH option and election, of any warranted product (or part thereof) that Brain Products GmbH reasonably determines to be covered by this warranty and to be defective in workmanship or materials. Repair or replacement of products under this warranty does not extend the warranty period.



## Warranty conditions for third party products

Brain Products GmbH is offering the same warranty period as the original manufacturer but shall assume a minimum warranty period of six months.

## Process for claiming warranty

To request repair or replacement under this warranty, purchasers shall contact the local Brain Products GmbH authorized distributor from whom the product was purchased (refer to [www.brainproducts.com](http://www.brainproducts.com) for contact information).

Buyers from countries that are not covered by a Brain Products authorized distributor shall contact:

Brain Products GmbH  
Zeppelinstrasse 7  
82205 Gilching  
Germany

Email: [techsup@brainproducts.com](mailto:techsup@brainproducts.com)

Phone: +49 (0) 8105 733 84 - 0

Fax: +49 (0) 8105 733 84 - 505

If, on the basis of the information provided by the purchaser, Brain Products GmbH reasonably believes that the defect is covered by this warranty, Brain Products GmbH will authorize the purchaser to return the warranted product (or part thereof) to Brain Products GmbH or its authorized distribution partner. If the product is to be repaired rather than replaced, the warranted product will be repaired and returned to the purchaser. Brain Products GmbH shall determine whether to repair or replace products and parts covered by this warranty with either new or refurbished products or parts that meet current Brain Products GmbH specifications. All products or parts replaced shall become the property of Brain Products GmbH. In the course of warranty service, Brain Products GmbH may, but shall not be required to, make engineering improvements to the warranted product or part thereof.

## Statutory warranty conditions

Statutory warranty conditions according to the German legislation apply.

## Shipping Procedures

If Brain Products GmbH reasonably determines that a repair or replacement is covered by the warranty, and the equipment needs to be returned to Brain Products GmbH for repair or exchange the purchaser has to assure that the to be shipped equipment is suitably packed to prevent damage to the equipment.

Freight charges and insurance for shipment of equipment to Brain Products GmbH will be paid by Brain Products GmbH.

Freight charges and insurance from Brain Products GmbH to the customer will be paid by Brain Products GmbH. Method of shipment must be approved by Brain Products GmbH.



If Purchaser ships a product to Brain Products GmbH in unsuitable packaging, any physical damage present in the Product on receipt and inspection by Brain Products GmbH (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the Purchaser.

For lithium-ion batteries (PowerUnit), special shipping regulations apply. The Purchaser must not return a PowerUnit to Brain Products without explicit request and instructions by Brain Products.

## Exclusions/liability

A general exclusion to any warranty/statutory warranty applies in the following cases:

- (a) The products/product components were damaged by the purchaser/operator/user due to incorrect use through disregarding the instructions for use or in another way on purpose or of negligence.
- (b) Warranty seal broken.
- (c) Damages not caused by faulty products/product components, in particular but not limited to damages caused by electricity blackouts or faults in the electricity supply.
- (d) The serial number has been removed or rendered illegible.
- (e) The products/product components have been modified by persons other than employees of Brain Products GmbH or its authorized distribution partners, or no permission has been received from Brain Products GmbH prior to making the modifications.
- (f) Faults or defects caused by equipment, accessories or fixtures that are not provided by Brain Products GmbH.
- (g) Normal wear and tear (e.g. electrode caps).

This warranty is further limited to faults and/or material faults that are attributable to a fault or error in the system sold by Brain Products GmbH itself.

***THIS WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY BRAIN PRODUCTS GMBH, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO BRAIN PRODUCTS GMBH PRODUCTS, EXTENDS ONLY TO THE PURCHASER AND IS EXPRESSLY IN LIEU OF ANY OTHER ORAL OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BRAIN PRODUCTS GMBH SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) DIRECTLY ARISING FROM THE SALE, INABILITY TO SELL, USE OR LOSS OF USE OF ANY PRODUCT.***

