

## LIMITED WARRANTY INFORMATION

### Limited Product Warranty

VO2 Master Health Sensors Inc. (“**VO2 Master**”) warrants to the original purchaser that your VO2 electronic device (the “**Product**”) shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase, except that if you reside in the European Economic Area (EEA) and you purchased your VO2 device in the EEA, the warranty period is two (2) years from the date of purchase. (the “**Warranty Period**”). VO2 Master does not warrant that the operation of the Product will be uninterrupted or error-free. VO2 Master is not responsible for damage arising from failure to follow cleaning or operating instructions relating to the Product’s use. This Limited Warranty does not cover software embedded in the Product and the services provided by VO2 Master to owners of the Product. Refer to the license agreement accompanying the software and the VO2 services terms of use for details of your rights with respect to their use. This Limited Warranty does not cover the replacement of consumable sensors like the oxygen sensor, which must be replaced approximately annually.

### Remedies

If a hardware defect arises and a valid claim is received by VO2 Master within the Warranty Period, VO2 Master will, at its option and to the extent permitted by law, either: (1) repair the Product at no charge, using new or refurbished replacement parts; or (2) replace the Product with a new or refurbished Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law.

This Limited Warranty is valid only in the jurisdictions where the Products are sold by VO2 itself or through its authorized reseller or agent, and is valid to the extent permitted by applicable laws of such jurisdictions. Any replacement hardware product will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer, or for any additional period of time that may be applicable in your jurisdiction.

### How to Obtain Warranty Service

To obtain warranty service, you must deliver the Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by VO2 Master. In accordance with applicable law, VO2 Master may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and VO2 Master will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your Product, contact us by visiting: [vo2master.com/contact](http://vo2master.com/contact).

## **Exclusions and Limitations**

This Limited Warranty applies only to the Product manufactured by or for VO2 Master that can be identified by the “VO2 Master” trade name, or logo affixed to it. The Limited Warranty does not apply to any: (a) VO2 products and services other than the Product; (b) non-VO2 Master hardware products; (c) consumables (such as batteries); or (d) software, even if packaged or sold with the Product or embedded in the Product. This warranty does not apply to a Product or part of the Product that has been altered or modified (e.g. to alter functionality or capability) by anyone who is not a representative of VO2 Master. In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-VO2 Master products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake, or other external causes; (c) to damage caused by operating the Product outside the permitted or intended uses described by VO2 Master; or (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of VO2 Master. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty. No VO2 reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

## **Implied Warranties**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

## **Limitation of Damages**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, VO2 MASTER HEALTH SENSORS INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF FITBIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental, or consequential damages, so the above limitation or exclusion may not apply to you.

## **Governing Law**

This Limited Warranty shall be governed by the laws of the Province of British-Columbia, Canada, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

### **National Statutory Rights**

Consumers in some jurisdictions may have legal rights under applicable national or local legislation governing the sale of consumer goods, including without limitation, national laws implementing EC Directive 99/44. These rights are not affected by the warranties in this Limited Warranty.