

NUANCE AUDIO WARRANTY

1.1. LUXOTTICA, LIMITED WARRANTY

This limited consumer warranty (the “Warranty”) is provided by Luxottica Group S.p.A., Piazzale Cadorna 3, 20123 Milano, Italy (“Luxottica”). This Warranty covers defects and malfunctions in the new Luxottica Product(s) it accompanies (the “Product”). The Warranty continues for one (1) year from the date of purchase of the Product (the “Limited Warranty Period”). However, if you purchase the Product from within the EU, UK or EFTA, the Limited Warranty Period shall be two (2) years.

We warrant that the Product will, under normal and intended use, function in accordance with the technical specifications or accompanying Product documentation (the “Warranted Functionality”) during the Limited Warranty Period. For the avoidance of doubt, any software or services that are required to achieve the Warranted Functionality may be updated, modified, or limited, so long as it continues to maintain (or exceed) the Warranted Functionality. This Warranty is not available to Products that were purchased from any source other than Luxottica or an authorised dealer. This Warranty is valid only with proof of purchase that clearly shows the purchase date. If you send us a Product without valid proof of purchase, then we reserve the right to return the Product to you at your cost, subject to prepayment, or, if such costs are not prepaid, we will keep the Product for thirty (30) days for your pick-up. This Warranty is limited and not applicable to any lens scratches. The installation or replacement of any lenses* should be conducted by Luxottica or a Luxottica authorised dealer for Nuance Audio™ Glasses. Any damage caused by the unauthorised installation, replacement or alteration of the lenses is not covered by this Warranty. If your Product is defective or malfunctioning, we will either repair or replace that Product, or update software or services, so that the Product performs substantially in accordance with the Warranted Functionality. In some cases, we may instead refund the purchase price paid for the Product. Your remedy under this Warranty will be the repair, replacement or refund of the Product unless it is impossible or disproportionate for us to do so.

This Warranty gives you specific legal rights, and you may also have other rights under consumer protection laws or regulations in the jurisdiction of purchase or, if different, in your country of residence. Such rights vary from state to state and country to country. The benefits conferred by this Warranty are in addition to and do not affect any rights and remedies conveyed by such consumer protection laws and regulations (including, without limitation, national laws implementing Directive 1999/44/EC and Directive 2019/771). You are entitled to remedies free of charge in the event that the Product does not conform with the requirements set out under the laws in your jurisdiction. The other remedies available to you according to the laws in your jurisdiction are not affected by this Warranty. For full information on your rights according to the laws in your jurisdiction, please see below and/or contact your local consumer rights organisation/citizens advice bureau.

1.2. REGISTRATION

Product registration is not required as a condition to coverage under this Warranty, but some Luxottica Products require periodic connection to an online account to ensure full functionality.

1.3. HOW TO MAKE A WARRANTY CLAIM

If you have a problem with your Product, please visit us at www.nuanceaudio.com to get helpful service and contact information, and to obtain warranty service. Unless specifically stated elsewhere in this Warranty and except as provided by applicable state law, to make a warranty claim, you need to return your Product to Luxottica or to the authorised dealer from which the Product was purchased, together with your proof of purchase.

If your warranty claim is deemed to be valid, and we find a defect or malfunction covered by this Warranty, we will replace or repair the Product so it provides the functionality warranted. Subject to your rights under any local laws, if we determine that a Product should be replaced, the replacement may be a new, refurbished, or a remanufactured Product. The Limited Warranty Period is extended by a duration equal to the time during which we had the Product in our possession for performance of the Warranty, as described above. Save for your rights and remedies available under your local laws, the provision of a repaired or replacement Product does not restart or otherwise extend the Limited Warranty Period. Should it be found that none of the listed means are reasonable to correct a defect or malfunction, then we may refund to you the price you paid to purchase the Product. We may not return the original Product to you. If your warranty claim is not deemed to be valid, then we reserve the right to return the Product to you at your cost, subject to prepayment, or, if such costs are not prepaid, we will keep the Product for thirty (30) days for your pick-up before it is disposed of. Except to the extent that the law requires otherwise, any expenses incurred by you in returning the Product for warranty assessment will be borne by Luxottica using a pre-paid returns label which will be provided to you to enable you to return your Product for warranty assessment free of charge, or other methods listed at www.nuanceaudio.com. If the returned Product is deemed (at Luxottica's discretion) to be eligible for a valid warranty claim, then Luxottica will automatically incur the costs of any further freight charges required to return the repaired or replacement Product to you. If the warranty claim is deemed to be invalid and we do not find a defect or malfunction covered by this Warranty, we will contact you to see if you want us to conduct repairs at your cost and, in any event, you will be charged for the outbound freight to return your Product based on Luxottica's standard shipping rates.

1.4. LIMITATIONS AND EXCLUSIONS

This warranty does not cover, and Luxottica is not responsible for:

Delivery or installation, or labor charges for setup of the Product and/or adjustment of customer controls on the Product. Damages caused by misuse, abuse, accidents, fire, theft, disappearance, misplacement, fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage, viruses, malware, reckless, willful, or intentional conduct or neglect. Damages caused by servicing of the Product which has not been pre-authorized by Luxottica. Damages caused by usage that is not in accordance with the Product instructions/documentation. Damages caused by failure to follow the Product instructions/documentation or failure to perform cleaning or preventive maintenance. Damages caused by the combination of the Product with other non-Luxottica branded Products, accessories, parts or components or use of Products, equipment, systems, utilities, services, software, parts supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by Luxottica that damage the Product. Signal issues, reception problems and distortion related to noise, echo, interference or other signal transmission and delivery problems. Any equipment or components that were not included in, or with your Product as originally sold. Normal wear and tear, including lens scratches. Damage caused as a result of improper transportation or packing/packaging when returning the Product to Luxottica or an authorized dealer. Damages caused by modification or adaptation that may be required to enable a Product to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of the Product which results in damage as a result of these modifications. Damage to Products where the anti-counterfeiting code (or equivalent) has been removed, erased, defaced, altered or made illegible. Non achievement of the expected battery performance, as referred to in Section 8.1 of manual "Instruction for use, safety and warranty" that can be downloaded from www.nuanceaudio.com, caused by usage that is not in accordance with the definition of "normal use conditions" set out in that section.

This Warranty does not include any specific guarantees that the Product will be error-free, or regarding uptime or continued availability of data security features of software or online accounts, that any software, firmware or online sites will function uninterrupted or error-free. Except to the extent prohibited by any applicable law, this Warranty is void if a Product is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover).

1.5. LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT PROHIBITED BY ANY APPLICABLE LAW, LUXOTTICA SHALL NOT, UNDER THIS WARRANTY, BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. LUXOTTICA'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT PLUS ANY INTEREST ALLOWED BY LAW REGARDLESS OF THE FORM OF CLAIM.

TO THE EXTENT PERMITTED BY LAW, LUXOTTICA IS NOT LIABLE FOR EVENTS BEYOND ITS CONTROL, SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, FOR BREACH OF THIS WARRANTY, CONTRACT OR TORT (INCLUDING NEGLIGENCE).

This Warranty does not affect your legal rights under any applicable state and national law governing the sale of consumer goods.

*Lenses can be mounted only by Luxottica or a Luxottica authorised dealer in order to ensure the proper fitting and functionality of the Product.