

11. Warranty

The Customer benefits from the warranty against hidden defects. In the event that a manufacturing defect renders the Product unusable, the Customer may contact the Withings After Sales Service, by receipted registered letter, at Withings, 37 bis, Rue Général Leclerc, 92442 Issy les Moulineaux Cedex. Withings undertakes then to send to the customer, at its expense, a Product in good working order, which may be a replacement. Should the product be out of stock or impossible to repair, the Customer will be offered a replacement or refund of the initial Product.

Any return of the product under the above warranty must be with the prior agreement of Withings. To that end, the Buyer shall contact the Withings After Sales Service.

If it is accepted that the product is defective, Withings will issue the Buyer with a product return number.

The return number, which is an indispensable and mandatory condition for the return of the products, is valid for a period of seven business days, from the moment that it is communicated to the Buyer. After its expiry, the Buyer must repeat his request, in accordance with the above procedure.

The defective product must be returned in its original packaging, with all its parts and together with its accessories, and be accompanied by the return number, which must be legible, as well as the series number of the product.

Any product, which is incomplete, damaged and/or the original packaging of which has deteriorated, will not be taken back or exchanged within the framework of the warranty.

All costs and risks involved with the return of the products are at the Buyer's expense.

The product under warranty will be exchanged or repaired, as Withings may decide.

Withings may not be held liable by the Buyer, with respect to any hidden defects that might affect the products delivered or within the context of a replacement of defective products or parts which render them unusable, for any possible damageable consequences that might arise from their use.

In any event, the warranty does not cover:

- replacement of consumables;
- any use which is not normal and consistent with the product instructions;
- damage which is specifically mentioned in the product documentation;
- defects and their consequences, arising from action by the Buyer or a repairer not authorized by Withings;
- defects and their consequences linked to use not in accordance with the purpose for which the product is meant (professional use, joint use ...)
- products covered by a specific assistance and maintenance contract.