

FIRSTBEAT BODYGUARD2 – LIMITED PRODUCT WARRANTY

WARRANTY GUIDELINES AND COVERAGE

PRODUCT PURPOSE OF USE

- FIRSTBEAT BODYGUARD 2 is a measurement device (“Product”) for heartbeat monitoring and recording.
- Product is designated for the needs of well-being and fitness professionals.
- Product enables easy, reliable and continuous daily heartbeat monitoring and recording.

INSTRUCTIONS FOR CHARGING

- Do not charge the Product while attached directly to the skin.
- Use only compatible charging devices. Product may not be compatible with all of the USB-cables on the market.
- Product battery is rechargeable via compatible USB-cable attached on computer's USB- port.

STORAGE AND USE OF THE PRODUCT

- Keep the Product in dry and average room temperature. Store the Product in a soft storage when possible.
- Do not keep or store the Product next, or near to, any other power supplies or magnetic fields.
- Do not pull, tie or knot the cable on the Product.
- Do not attach the Product on any other surface than to the skin of chest.
- Product can not be used while passing security checks at airports or any other facilities.
- Product is not recommended for use together with a pacemaker
- Product use is forbidden in the facilities, where the use of electronic devices is forbidden.

FURTHER SECURITY INFORMATION

- Product is not waterproof. Do not use the Product in water or during a shower or sauna.
- The cable on the Product must be connected while using the Product.
- Adhesive gel on the patch sensors of the Product may cause skin irritation. Make sure the skin is carefully cleaned after every use.
- In case allergic reaction of any kind is noticed during, or after the use the Product, the use of the Product must be stopped immediately and the skin cleaned thoroughly. In case needed, medical advice of a doctor shall be requested.
- CE-standards: Product is CE marked and complies with the requirements of Electromagnetic Compatibility (EMC) Legislation: Directive 2004/108/EC.
- FCC-standards: Product is tested and complies with the FCC technical standards for digital devices: Class B digital device, FCC Part 15. The Product produces, operates and may generate electromagnetic radiation that may cause a disruption on radio communication. Disruption free use can not be guaranteed. In case the Product causes disruption on any other devices, the problem may be remediable by relocating the Product. Contact Firstbeat Ltd in case continuous problems noticed. Conditions for the use: (1) Product can not cause detrimental or harmful disruptions (2) Product must process and accept also all of the received disruptions, also the ones that may cause the Product malfunction. Product is FCC certificated. **WARNING RELATING TO FCC CERTIFICATION:** Any alterations or modifications of any kind of the Product, and not explicitly accepted by the Firstbeat Ltd, may invalidate the right to use the Product in accordance with the FCC certification.

PRODUCT MAINTENANCE AND CLEANING INSTRUCTIONS

- Cleaning of the Product in accordance with the instructions provided is the only maintenance measure permitted for the Purchaser. Any other maintaining or fixing measure is not permitted. The warranty shall not apply for the Products that have been altered, modified, repaired, opened or tampered with anyone else than Firstbeat Ltd.
- Product must be cleaned every time passing on the Product to the User. In case the Product is unclean after the return, the Product is recommended to be cleaned immediately.
- The warranty shall not apply for the Product not been cleaned in accordance with the instructions provided.
- Product must be removed from a computer before and during the cleaning and the cable of the Product must be connected. Leaving the cable open during the cleaning will cause the breakage of the Product by electrolytic oxidation.
- Product and the cable shall be cleaned by gentle scouring with a damp cloth moisten with a hint of water and alcoholic-free cleaner.
- Use of running water or overly wet cloth is not permitted.
- Use of alcohol contained cleaners is not recommended.

POTENTIAL MALFUNCTION

- In case of malfunction, contact Firstbeat Ltd, by filling in a form of maintenance request at the website: <http://www.firstbeat.fi/fi/tuotetuki/huoltopyyntolomake>

- Firstbeat Ltd will contact the Purchaser after receiving the request. Firstbeat Ltd will provide the Purchaser for further advice and instructions.
- Never try to fix the Product yourself. Trying to fix the Product yourself will lead to the invalidation of the Product warranty. Maintenance and repairing measures are always performed by the Firstbeat Ltd.

WARRANTY PERIOD

- The Product warranty covers limited warranty period of one (1) year.
- Warranty will apply for defects in materials and workmanship, the functionality of the Product software and battery. Limitations of the warranty are specified separately on applicable warranty terms. The warranty is invalidated if the defect is caused by misuse, neglect, and tampering or incorrect adjustment, (including the breakage of the plastic cover or the cable).
- Non-binding target duration for the Product maintenance is five (5) workdays from Firstbeat Ltd receiving the Product.

DISPOSAL

Please dispose the Product by following recycling orders and recommendations provided for electronic products. Do not dispose the Product by mixing it with other domestic refuse. In case desired the Product can be sent to the Firstbeat Ltd for disposal.



FIRSTBEAT BODYGUARD WARRANTY

This warranty covers Firstbeat BODYGUARD heartbeat recording and measurement device ("Product").

Subject to the terms and exclusions below, limited warranty period for the Product is twelve (12) months from the delivery date to customer, but in no event for more than fifteen (15) months as from the date of despatch from the factory. Limited warranty provides that each Product will be free from substantial faults or defects in material and workmanship at the time of such purchase, and which appear therein under proper use.

Firstbeat's obligations under product warranty are limited, at its discretion and cost, either fix or replace any Product it determines was defective at the time of shipment or during the warranty period without undue delay and against a valid claim within reasonable time of the detection thereof and in any event prior to the termination of the term of warranty. Claiming party shall cooperate with Firstbeat in providing such additional information as may be required for Firstbeat to investigate a valid warranty claim, including shipping the Product back to Firstbeat, if so requested. In case shipping is required, claiming party will defray the costs of the shipping.

This warranty does not affect the rights of the consumer valid, in force and in accordance with the mandatory provisions of the national legislation, and the rights of the customer towards the reseller pursuant to the purchase/sale agreement and in the event the customer is consumer pursuant to the applicable legislation.

The warranty shall not apply and Firstbeat shall not be liable for;

- 1) ordinary wear and tear;
- 2) neglect, accident, improper or unreasonable use, storage, installation or maintenance of the Product, and defects, damages losses and costs resulting from these actions by purchaser, end user or third parties;
- 3) Products that have been altered, modified, repaired, opened or tampered with anyone else than Firstbeat;
- 4) cleaning and washing the adhesive patch sensors of the Product with any other cleaner except the cleaner instructed and advised in the user manual or any other document provided with the Product;
- 5) use of the Product not in compliance with their respective documentation, user manuals, instructions, and non-conformable with operational environment and defects resulting from use of third party technology in connection with products;
- 6) accident, fire, power-failure, power surge or other hazard; or
- 7) any parts, including batteries, which may have shorter expected lifetime than warranty period.

Claim of a defect of the Product covered by this warranty must be performed to the retailer of the Product or to the Firstbeat's service and technical support. For the service and replacement measures the service requires as detailed as possible description of the defect and the contact details.

EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTISE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED APPLICABLE LAW. Except as expressly required by mandatory law, the warranty granted herein is construed with and interpreted in accordance with the laws of Finland.

IN NO RESPECT SHALL FIRSTBEAT BE LIABLE OF ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PRODUCT OR THE USE OF THE PRODUCT, WHETHER OR NOT BASED UPON THE WARRANTY; OR WHETHER OR NOT INJURY WAS SUSTAINED BY PERSON OR PROPERTY; OR SUSTAINED BY A THIRD PARTY.