

International Warranty

International Limited Warranty

Medela AG (“Medela”), warrants to the original end user (“Customer”) that this Product will be free from defects in workmanship and materials, under normal use, for one (1) year, except for Mini Electric products and rechargeable batteries for which six (6) months shall apply, and provided any and all operating and maintenance instructions are strictly respected, in particular in case of extreme and/or continuous applications/use of the Product. No warranty is granted to the Customer for manual pumps. The warranty period begins on the proved purchase date (conclusion of purchase contract). Products purchased from non-authorized distributors, e.g. internet market places, auctions or other types of public sale (including but not limited to EBay) are not covered by this warranty. For hygiene reasons, Medela Products are single user products; use by more than one person voids the warranty.

Medela’s sole obligation under this express warranty shall be, at Medela’s sole option and expense, to replace or repair the Product or part thereof (in case the product is not available, to deliver a similar type of the Product) or to refund the purchase price paid for the Product. Medela warrants any repaired or replaced Product or part for a period of ninety (90) days from delivery, or through the end of the original warranty, whichever is longer. All Products or parts that are replaced become the property of Medela. This express warranty does neither cover consumables, nor third party products.

OBTAINING WARRANTY SERVICE. Customer must contact the retailer where the product was purchased from, the authorized distributor of Medela or Medela’s Service Centre indicated by Medela within the applicable warranty period to obtain warranty service authorisation. Dated proof of original purchase from Medela, its authorized distributor or its authorized retailer and a description of the defect will be required. Medela is not responsible for Products or parts received without a warranty service authorisation. Repaired or replacement Products will be delivered to Customer free of charge. The repaired product or part will be delivered as soon as reasonably possible. Medela shall not be responsible for any damages occurring during such delivery. Medela shall, at its sole discretion, decide on the place of performance for work under warranty. Medela shall have the right to charge for additional costs for services under warranty if the site of the Product is other than where the Product was originally delivered.

WARRANTY EXCLUSIVE. Customer’s sole remedy for breach of the warranty shall be the express warranty. The foregoing warranty is exclusive and is in lieu of all other warranties, terms or conditions, expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement, all of which are expressly disclaimed.

Medela shall not be liable if the alleged defect or malfunction was caused by Customer’s or any other person’s misuse, neglect, improper handling, unauthorized attempts to open, repair or modify the Product, inadequate maintenance, disregard of operating instructions, excessive load or stress, normal wear and tear, incorrect voltage or any other cause beyond the range of its intended use, by accident, fire, or other hazards, or other cause not due or attributable to Medela.

This warranty does not cover physical damage to the Product or malfunctions resulting from the use of the Product in conjunction with any sort of ancillary or peripheral equipment and Medela determines that there is no fault with the Product itself.

LIMITATION OF LIABILITY. Medela also excludes any liability, whether based in contract or tort (including negligence), for incidental, consequential, indirect, special, or punitive damages of any kind, or costs of procurement of substitute products by Customer, or for the loss of revenue or profits, loss of business, loss of information or data, or other information of financial loss arising out of or in consequence with the sale, maintenance, use, performance, failure, or interruption of this product, even if Medela or its distributors have been advised of the possibility of such damages, and limits its liability to replacement, repair, or refund of the purchase price paid, at Medela's option. This Limitation of Liability for damages will not be affected if any remedy provided herein shall fail of its essential purpose.

DISCLAIMER. Should a court of jurisdiction not allow the entire exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury, such implied warranties and such liabilities will be limited to the duration of the applicable express warranty.

GOVERNING LAW AND PLACE OF JURISDICTION. This Limited Warranty shall be governed by the laws of Switzerland, excluding all conflict of laws principles and excluding the United Nations Convention on the International Sale of Goods dated 11 April 1980. The ordinary courts at the Medela registered office in Baar, Switzerland shall be competent. Medela shall, at its sole discretion, also be entitled to take legal action in the competent courts at the Customer's place of business or domicile. With this Limited Warranty, Medela grants Customer specific legal rights which do not restrict any statutory consumer rights.

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