

Limited Warranty Coverage

EXCLUSIVE REMEDY

If any Device fails to meet the foregoing warranty within the applicable warranty period, Tivic Health shall have the option, as selected at Tivic Health's sole discretion, to repair, replace, or provide a credit to the original end user. In the event of replacement, Tivic Health shall have the right at its sole discretion to replace the Device with a new, or refurbished, Device. In no event, shall the limited warranty period of a replacement Device extend past the limited warranty period of the Device it is replacing.

WARRANTY SERVICE

In order to obtain warranty service, contact Tivic Health customer service for instructions. In the event an item must be returned, a Return Material Authorization (RMA) number is required. Items returned without an RMA number will not be accepted. The item shall be shipped at the original end user's expense to a destination specified by Tivic Health.

OBLIGATIONS AND WARRANTY LIMITS

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, TIVIC HEALTH MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS, AND WARRANTIES CONCERNING THE DEVICE, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION AS TO FITNESS FOR PURPOSE, DURABILITY, DESIGN, MERCHANTABILITY, OR CONDITION OF THE DEVICE (OR ANY PART THEREOF), OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN.

ALTHOUGH THE DEVICE IS APPROVED FOR SALE BY THE FDA FOR THE TEMPORARY RELIEF OF SINUS PAIN ASSOCIATED WITH ALLERGIC RHINITIS, THE RESPONSE AND EFFICACY WILL VARY

BASED ON THE USER'S PHYSIOLOGY AND OTHER VARIABLE FACTORS AND TIVIC HEALTH MAKES NO WARRANTY THAT ANY SPECIFIC RESULTS WILL BE ACHIEVED THROUGH THE USE OF THE DEVICE OR THAT ANY RELIEF FROM SINUS PAIN WILL BE ACHIEVED AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/ OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMER AND EXCLUSIONS MAY NOT APPLY. THE ORIGINAL END USER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

THE ORIGINAL END USER ACKNOWLEDGES AND AGREES THAT TIVIC HEALTH SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE ORIGINAL END USER MAY INCUR FROM DELAYED SHIPMENT, DEVICE FAILURES, OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL TIVIC HEALTH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT TIVIC HEALTH SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

REPRESENTATIONS AND WARRANTIES MADE BY ANY PERSON, INCLUDING BUT NOT LIMITED TO DISTRIBUTORS, REPRESENTATIVES, SALESPERSONS, OR AGENTS OF TIVIC HEALTH, WHICH ARE INCONSISTENT OR IN CONFLICT WITH OR IN ADDITION TO THE TERMS OF THIS LIMITED WARRANTY, SHALL NOT BE BINDING UPON TIVIC HEALTH UNDER ANY CIRCUMSTANCE.

THIS LIMITED WARRANTY IS THE COMPLETE AND EXCLUSIVE STATEMENT OF WARRANTY WHICH TIVIC HEALTH AGREES TO PROVIDE WITH RESPECT TO THE DEVICE AND IT SHALL SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, PROPOSALS, AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

For questions:
tivichealth.com
Call toll free: 1-888-276-6888