

CARE  CONNECT™

The Family Communicator™

One (1) Year Standard Limited Warranty  
for CareConnect™ Devices and Accessories

Ceretec, Inc.  
22741 Garden Grove Blvd., Suite G  
Garden Grove, CA 92841  
USA  
+1.714.823.3468  
[www.CeretecInc.com](http://www.CeretecInc.com)  
[www.CareConnect-Us.com](http://www.CareConnect-Us.com)

 Ceretec

# CareConnect™ One (1) Year Standard Limited Warranty

## Disclaimer and Limitation of Remedy

ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED. CERETEC EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER.

CUSTOMER MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS IN THE APPLICABLE USER GUIDES AND/OR MANUALS ENCLOSED. IF CUSTOMER FAILS TO DO SO, THIS PRODUCT MAY NOT FUNCTION PROPERLY AND MAY BE DAMAGED. CUSTOMER MAY LOSE DATA OR SUSTAIN PERSONAL INJURIES. CERETEC, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. IN NO EVENT WILL CERETEC, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER INCLUDING (1) DAMAGE TO, OR LOSS OR CORRUPTION OF, CUSTOMER'S RECORDS, PROGRAMS, OR DATA OR (2) ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT AND/OR THE ENCLOSED USER GUIDES AND/OR MANUALS, EVEN IF CERETEC, OR AN AUTHORIZED CERETEC REPRESENTATIVE, AUTHORIZED SERVICE PROVIDER OR RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY/STATE/ JURISDICTION TO COUNTRY/STATE/JURISDICTION.

## General Terms

This Limited Warranty applies to Ceretec branded CareConnect™ devices and accessories ("Product[s]") sold by Ceretec, Inc. ("Ceretec") or Ceretec's resellers to a customer for such customer's own use and not for resale ("Customer"). This Limited Warranty commences on the date of purchase and expires one (1) year after the date of purchase ("Limited Warranty Period"), and covers the Product for warranty service required within the country where the Product was originally purchased.

Ceretec warrants that the Product (1) is free from defects in materials and workmanship and (2) conforms to the factory specifications in effect at the time the Product was manufactured.

Ceretec will, in its sole discretion, restore the Product to working order in accordance with factory specifications in effect at the time the Product was manufactured or replace the Product with a product that is at least equivalent to the original Product. Ceretec reserves the right to use reconditioned parts that are equivalent or superior to original factory specifications. Replacement parts or products are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer. Parts or products replaced under this Limited Warranty shall become the property of Ceretec.

If Customer authorizes Ceretec to perform any services excluded under this Limited Warranty, Customer shall pay standard repair fees for such work.

Customer may assign the Limited Warranty to a subsequent purchaser or assignee of the Product by providing written notice to Ceretec at the following address: Ceretec, Inc., Attn: Customer Relations, 7241 Garden Grove Blvd., Suite G, Garden Grove, CA 92841, USA, within thirty (30) days after the assignment. Any other purported transfer or assignment of this Limited Warranty is void.

The terms and conditions of this Limited Warranty constitute the complete and exclusive warranty agreement between Customer and Ceretec for the Product and supersede any prior agreements or representations made in any Ceretec sales document or advice that may be provided to Customer by any Ceretec representative in connection with Customer's purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized Vice President of Ceretec.

## **Protection of Stored Data**

For Customer's important data, please make periodic back-up copies of all the data stored on the Product as a precaution against possible failures, alteration, or loss of the data. Note that all photographs transferred to a memory stick used on the CareConnect will be resized to be no larger than 1600 by 980 pixels for optimal storage and display. The original pictures on the memory stick will not be saved. **DO NOT PLACE SOLE COPIES OF PHOTOGRAPHS TO THE CARECONNECT MEMORY STICK UNLESS YOU HAVE BACK UP COPIES OR UNDERSTAND THAT THEIR RESOLUTION MAY BE DIMINISHED. IF CUSTOMER'S DATA IS ALTERED OR LOST DUE TO ANY TROUBLE, FAILURE OR MALFUNCTION OF THE PRODUCT AND THE DATA CANNOT BE RECOVERED, CERETEC SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF DATA, OR ANY OTHER DAMAGE RESULTING THEREFROM. WHEN COPYING OR TRANSFERRING CUSTOMER'S DATA, PLEASE BE SURE TO CONFIRM WHETHER THE DATA HAS BEEN SUCCESSFULLY COPIED OR TRANSFERRED. CERETEC DISCLAIMS ANY LIABILITY FOR THE FAILURE TO COPY OR TRANSFER THE DATA CORRECTLY. BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. CERETEC IS NOT RESPONSIBLE FOR (1) DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR (2) THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY CERETEC WHEN THE PRODUCT WAS MANUFACTURED.**

## **Critical Applications**

This Product is not designed for any "critical applications." "Critical applications" means life support systems, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. **ACCORDINGLY, CERETEC DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE PRODUCT IN ANY CRITICAL APPLICATION. IF CUSTOMER USES THE PRODUCT IN A CRITICAL APPLICATION, CUSTOMER, AND NOT CERETEC, ASSUMES FULL RESPONSIBILITY FOR SUCH USE. FURTHER, CERETEC RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED IN A CRITICAL APPLICATION, AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF CERETEC'S SERVICE OR REFUSAL TO SERVICE THE PRODUCT.**

## **Standard limited Warranty Period and Warranty Requirements**

The Limited Warranty Period for Customer's Product begins on the date of purchase from Ceretec or an authorized Ceretec reseller ("Purchase Date").

Product registration is strongly recommended, and allows Ceretec to send Customer periodic updates, announcements, and special offers applicable to the Product. Product registration is best completed prior to the initial start-up of the Product by calling Customer Service at 1.714.823.3468 or 1.866.999.7225 (toll free), or it can be completed online at [www.CareConnect-Us.com](http://www.CareConnect-Us.com). Customer's failure to complete Product Registration will not diminish Customer's rights under this Limited Warranty.

Customer's dated sales or delivery receipt, showing the date of purchase of the Product, purchase location, Product description, and purchase price is Customer's proof of purchase. Customer may be required to provide proof of purchase as a condition of receiving warranty service.

## **What is Not Covered by This limited Warranty?**

- Service made necessary by accident, misuse, abuse, neglect, improper installation, or improper maintenance
- Replacement of missing parts, the provision of retrofits, or preventive Maintenance
- Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part
- Replacement or fixes of software
- Repair or replacement of covers, plastics, or appearance parts such as interior or exterior finishes or trim
- Repair of damage that is cosmetic only or does not affect Product functionality, such as wear and tear, scratches and dents, and missing, scratched, faded or discolored keycaps
- Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Ceretec, power failures, surges or shortages, lightning, or repairs by persons other than those authorized by Ceretec to service the Product
- Service on Ceretec-branded accessory items purchased with the Product
- Service on third party products or service made necessary by use of incompatible third party products
- Service of Product on which the Ceretec label or logo, rating label or serial number have been defaced or removed
- On-site service and repair of the Product
- Damage caused by use of the Product outside the usage or storage parameters set forth in the Product User's Guide
- Modifications to the Product not approved in writing by Ceretec

## **Ceretec Accessories**

Ceretec accessory items purchased with the Product are covered by their own respective limited warranties.

## **Software which may be Included with Product**

Ceretec's sole obligations with respect to software, if any, distributed with the Product under the Ceretec brand name are set forth in the end-user license agreement. Unless otherwise stated in writing, non-Ceretec software is provided on an "as is" basis by Ceretec. However, non-Ceretec manufacturers, suppliers or publishers may offer their own warranties. .

## **Notice of open source software**

This Product contains software files subject to certain open source license agreements and such open source software files are subject to the notices and additional terms and conditions. Such open source software files are provided on an "AS IS" basis to the maximum extent permitted by applicable law.

To view the notices and additional terms and conditions of software included with your Product please visit the Documents page at [www.CareConnect-Us.com](http://www.CareConnect-Us.com).

## **Online Support**

Technical support is available online at Ceretec's web site at [www.CareConnect-Us.com](http://www.CareConnect-Us.com). At this web site, Customer will find answers for many commonly asked technical questions.

## **Obtaining Service for Product Purchased in the Fifty (50) United States and District of Columbia**

In the fifty (50) United States and District of Columbia, Customer is entitled to warranty service through at least one of the following methods:

- Repair-Return Service through Ceretec's Depot Service
- Whole Unit Exchange Service

To determine which warranty service method(s) is available for your specific model, please visit our web site at [www.CareConnect-Us.com](http://www.CareConnect-Us.com). If more than one warranty service method is shown, one will be designated as primary; the others are secondary. Ceretec reserves the right to remove or add secondary warranty service methods at any time during the Limited Warranty Period. The primary warranty service method will not be removed during the Limited Warranty Period.

### **Repair-Return Service Through Ceretec's Depot Service**

To schedule Depot Service call the Ceretec Customer Support Center at 1.714.283.3468 or 1.866.999.7225 (toll free). Ceretec will issue a Return Material Authorization Number and provide Customer with instructions for shipment of the Product to Ceretec. Customer is responsible for proper packing of the Product and for shipment to Ceretec. Customer must pay shipping charges, insurance, taxes and duties associated with shipment of the Product to the Depot. Upon receipt of the Product, Ceretec will make reasonable efforts to repair the Product and will ship the repaired Product to the Customer.

If Ceretec determines that the Product failure is not covered under this Limited Warranty, Ceretec will notify Customer and provide service alternatives that are available to Customer on a fee basis.

UNLESS OTHERWISE INSTRUCTED, BEFORE DELIVERING OR SHIPPING ANY PRODUCT FOR SERVICE, BE SURE TO REMOVE ANY ACCESSORIES, INCLUDING BUT NOT LIMITED TO, POWER CORDS. CERETEC SHALL NOT BE RESPONSIBLE AND FULLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACCESSORIES SHIPPED WITH THE PRODUCT.

### **Whole Unit Exchange**

Ceretec may replace the Product by shipment of a new or remanufactured product that is at least equivalent to the original Product on an exchange basis following return of the original product. Customer is responsible for proper packing of the original Product and for shipment to Ceretec. Customer must pay shipping charges, insurance, taxes and duties associated with shipment of the original Product to Ceretec. by Customer to Ceretec at Customer's expense.

### **Customer Replaceable Parts (CRU)**

Ceretec may in its sole discretion service Customer-replaceable parts by shipment of new or remanufactured replacement parts to Customer on an exchange basis. Customer is responsible for proper packing of the original part and for shipment to Ceretec. Customer must pay shipping charges, insurance, taxes and duties associated with shipment of the original part to Ceretec. Upon receipt by Customer of the replacement part, the original part shall be returned by Customer to Ceretec at Customer's expense. Customer shall pay Ceretec the retail value of the replacement part if Ceretec does not receive the original part within ten (10) days after Customer's receipt of the replacement part.

## **Obtaining Service Outside the United States of America or the District of Columbia**

To determine if an international limited warranty is available for your specific model, please visit our web site at [www.CareConnect-Us.com](http://www.CareConnect-Us.com).

# Contacting Ceretec

## Technical and Customer Support

Ceretec Customer Support Center: Within the United States at 1.714.823.3468 or 1.866.999.7225 (toll free).  
Outside the United States at +1.714.823.3468.

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CereteC, Inc.  
7241 Garden Grove Blvd, Suite G  
Garden Grove, California 92841  
1.714.823.3468  
[www.CereteCInc.com](http://www.CereteCInc.com)