

La Roche-Posay One (1) Year Limited Warranty – My Skin Track (Hardware Only)

The La Roche-Posay One-Year Limited Warranty is a voluntary manufacturer’s warranty. It provides rights separate to rights provided by consumer law, including but not limited to those relating to non-conforming goods. As such, the La Roche-Posay One-Year Limited Warranty benefits are in addition to, and not instead of, rights provided by consumer law and it does not exclude, limit or suspend a buyer’s rights arising from consumer law. Consumers have the right to choose whether to claim service under the La Roche-Posay One-Year Limited Warranty or under their consumer law rights. Important: The La Roche-Posay One-Year Limited Warranty terms and conditions shall not apply to consumer law claims.

Please note: All claims made under the La Roche-Posay One-Year Limited Warranty will be governed by the terms set out in this warranty document.

Your La Roche-Posay My Skin Track Sensor hardware product (“Product”) is warranted against defects in materials and workmanship for a period of ONE (1) YEAR from the date of original retail purchase (“Warranty Period”) when used in accordance with La Roche-Posay’s user instructions, including but not limited to specifications for use of the Product with third party hardware (e.g., compatible mobile devices) and the My Skin Track software application, as updated from time to time. Under this warranty, you will be able to direct your claims to La Roche-Posay even in situations where you purchased the La Roche-Posay Product from a third party. If a defect arises during the Warranty Period, La Roche-Posay, at its option will (1) exchange the Product with a product with equivalent functionality formed from new and/or previously used parts that are equivalent to new in performance and reliability or with your consent, a product that is at least functionally equivalent to the product it replaces, or (2) refund the original purchase price. This warranty excludes normal depletion of consumable parts such as batteries unless failure has occurred due to a defect in materials or workmanship and, damage resulting from abuse, accident, modifications, unauthorized repairs or other causes that are not defects in materials and workmanship.

Please note: This Limited Warranty covers the My Skin Track hardware Product only and does not cover the My Skin Track software application.

La Roche-Posay does not warrant, represent or undertake that it will be able to repair or replace any Product under this warranty without risk to and / or loss of information and / or data stored on the Product. In no event shall La Roche-Posay be liable for (a) loss or damage, which as of the Product’s purchase cannot be regarded as being caused by La Roche-Posay’s breach of these warranty terms; or (b) losses caused by the user’s fault, loss of data or loss of profits or benefits.

Any limitations of liability in this warranty document shall not apply to (i) death or personal injury pursuant to any mandatory law on product liability; (ii) fraud or fraudulent misrepresentation; (iii) intentional misconduct or gross negligence; (iv) or a culpable breach of major contractual obligations. A damages claim based on a breach of major contractual obligations or gross negligence will be limited to foreseeable damage typical for the sale contract concerned.

To obtain warranty service, contact La Roche-Posay through our website at <https://www.laroche-posay.us/contact> or call 1-800-560-1803, option #2. Proof of purchase is required to verify eligibility. La Roche-Posay or its successors in title is the warrantor.

When contacting La Roche-Posay via telephone, call charges may apply depending on your location. Please contact your network operator for details.

IMPORTANT RESTRICTION FOR SERVICE.

La Roche-Posay will provide warranty service through one of the following options:

- (i) Return to Retailer. You may return your defective Product to the authorized retailer where you purchased your Product.
- (ii) Mail-in service. If La Roche-Posay determines that your defective Product is eligible for mail-in service, La Roche-Posay will send you a prepaid waybill so that you may ship your Product to La Roche-Posay. La Roche-Posay will pay for shipping from your location if instructions regarding shipping the Product are followed.

If any term is held to be illegal or unenforceable, it shall be severed from this warranty and the legality or enforceability of the remaining terms shall not be affected.

This warranty is governed by and construed under the laws of the State of New York.