

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

**The La Roche-Posay One-Year Limited Guarantee is a voluntary manufacturer's Guarantee. This Guarantee is issued by L'Oreal Hong Limited (company no. 0012664), a company incorporated in Hong Kong having its registered offices at 35/F., Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong.**

**Please note: All claims made under the La Roche-Posay One-Year Limited Guarantee will be governed by the terms set out in this Guarantee document. This Limited Guarantee covers the La Roche-Posay My Skin Track Sensor hardware product ("Product") only and does not cover the My Skin Track software application.**

### **Legal Rights**

You have certain legal rights, for example, that your Product (a) is of satisfactory quality, (b) is fit for purpose, and (c) matches its description. We must provide you with a Product that complies with your legal rights. This Guarantee will not reduce your legal rights.

### **Guarantee**

Your Product is guaranteed against defects in materials and workmanship for a period of ONE (1) YEAR from the date of original retail purchase ("Guarantee 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 Guarantee, you will need to direct your claims to the authorised retailer where you purchased the Product.

If a defect arises during the Guarantee Period, La Roche-Posay, through its authorised retailer, will at its option (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 Guarantee 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.

La Roche-Posay does not warrant, represent or undertake that it will be able to repair or replace any Product under this Guarantee without risk to and / or loss of information and / or data stored on the Product.

### **IMPORTANT RESTRICTION FOR SERVICE.**

To obtain Guarantee service, contact the authorized retailer where you purchased the Product. Proof of purchase is required to verify eligibility. When contacting the authorised retailer via telephone, call charges may apply depending on your location. Please contact your network

operator for details. La Roche-Posay will provide Guarantee service only if you return your defective Product to the authorized retailer where you purchased your Product.

## **EXCLUDED LIABILITY**

We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under the law, fraud or fraudulent misrepresentation. Subject to this, we are not liable for (a) loss which was not reasonably foreseeable to both you and us at the time you purchased the Product, (b) losses that were not caused by any breach of this Guarantee on our part or (c) loss which relates to your business, trade, craft or profession to the extent that it would not be suffered by a buyer who is a consumer (as defined by the Control of Exemption Clauses Ordinance (Cap 71)). This is because we believe that you are not buying the Product wholly or mainly for the purposes of your business, trade, craft or profession.

## **Language**

This Guarantee is available in English and Chinese. In the event of conflict between the two language versions of this Guarantee, the English version will prevail. No other languages will apply to this Guarantee.

## **Governing Law and Jurisdiction**

This Guarantee is governed by the laws of Hong Kong. Disputes can be submitted to the exclusive jurisdiction of the courts of Hong Kong.

## **Third party rights**

No one other than the consumer who bought the Product at an authorised retailer has any right to enforce any term of this Guarantee.

**Issued on 11 of June 2019**

## La Roche-Posay 一(1)年保證 —— My Skin Track (僅適用於硬件部份)

La Roche-Posay一年保證為生產商自發提供的保用証。此保用由歐萊雅香港有限公司 (商業登記號碼為012664)發出，地址為香港灣仔港灣道30號新鴻基中心35樓出。

請注意：就La Roche-Posay一年保證所提出的所有申索均受此保證文件之條款管轄。此保證僅包括My Skin Track產品硬件(「產品」)而不包括My Skin Track軟件應用程式。

### 法律權利

閣下有一定法律權利，例如閣下的產品(a)品質令人滿意，(b)適用於達成其目的及(c)符合其描述。我們需為閣下提供合符閣下法律權利的產品。此保證不會削弱閣下的法律權利。

### 保證

就原材料和生產工藝上出現的缺陷，閣下的產品享有一(1)年保證。保證自原本零售商購買產品日期開始計算(「保證期」)，適用於在根據 La Roche-Posay使用指南使用的情況下原材料和生產工藝上出現的缺陷，包括但不限於與產品共同使用的第三方硬件的規格(例如兼容的流動電子設備)和不時更新的My Skin Tracker軟件應用程式。在此保證下，閣下將需向閣下自其購買產品的獲授權零售商提出申索。

如果在保證期內出現缺陷，La Roche-Posay將可透過其授權零售商選擇(1)在得到閣下同意的情況下以全新及/或曾使用過的部件組成的性能相等的產品更換該產品，替換的產品功能最少需等於該產品，或(2)獲退還該產品的原本購買金額。

除了因原材料或生產工藝而造成缺陷，本保證不包括消耗品的一般損耗，例如電池，亦不包括因濫用、意外、改裝、未經許可維修或其他因素而導致的非原材料和生產工藝損壞。

La Roche-Posay不保證、代表或承諾在此保證下將可以在沒有風險及/或沒有流失任何儲存在產品內的資料及/或數據的情況下維修或更換任何產品。

### 服務重要限制。

請與閣下自其購買產品的獲授權零售商聯絡，以取得保證服務。需提供購買證明以證實使用資格。透過電話聯絡獲授權零售商時，視乎閣下的所在地可能會產生電話費用。請聯絡閣下的電訊

服務供應商以了解詳情。僅在閣下把有缺陷商品退回閣下自其購買商品的獲授權零售商的情況下，La Roche-Posay方會提供保證服務。

## **免責聲明**

我們不豁免就因我們疏忽或違反我們在法律下的責任、欺詐或失實陳述而引起的死亡或人身傷亡的責任。在這個前提下，我們不就以下情況負責(a)閣下和我們在閣下購買產品時未能合理預視的損失，(b)與我們觸犯本保證無關而引起的損失或(c)作為使用者(定義參見《管制免責條款條例》(第71條))的買家不受影響，但對閣下有關商業、交易、工藝或專業而引起的損失。這是因為我們相信閣下不會因出於商業、交易、工藝或專業原因購買產品的全部或部分。

## **語言**

本保證有英文和中文版本。若本保證的兩種語言版本之間出現衝突，則以英文版為準。其他語言將不適用於本保證。

## **適用法律和司法管轄權**

本保證受香港法律管轄。任何爭議可提交到有專屬司法權管轄的香港特別行政區法庭。

## **第三方權利**

除了自獲授權零售商購買本產品的顧客以外，沒有人擁有執行本保證任何條款的任何權利。

**發出日期：2019年6月11日**