



**Badge Products Limited Warranty (“Limited Warranty”) for Voice Solutions  
(including B3000 Customer Care provisions)**

**Territory: Australia**

*This version is current as of February 14, 2019. Please consult [www.vocera.com/legal](http://www.vocera.com/legal) for superseding versions of this Badge Products Limited Warranty that may have been issued subsequent to that date.*

**1. Standard Warranty.**

**a. Standard Warranty.** Vocera warrants that the wireless communication badges, telephones and battery chargers sold by Vocera (“Devices”) conform substantially to the applicable Product Documentation and are free from defects in materials and workmanship for one year from shipment to the original end user who purchases the Devices (“End User”). “Product Documentation” means the specific Vocera materials listed under “Product Documentation” at [vocera.com/legal](http://vocera.com/legal), as updated by Vocera from time to time. Vocera further warrants that clips, lanyards, batteries and other such accessories sold by Vocera for use with the Devices (“Accessories” and, together with Devices, “Hardware”) are free from defects in materials and workmanship for 3 months from shipment to the End User. This Limited Warranty applies only to the End User. The End User must provide written notice to Vocera that any Hardware is not as warranted no later than 10 business days following expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, at its option and to the extent permitted by law, Vocera will at no charge either: (1) repair or replace the Hardware with functionally equivalent new, previously opened, or refurbished parts and replacements or (2) refund the net price paid to Vocera for the original Hardware. The repaired or replacement Hardware is warranted for the remaining warranty term of the original Hardware. The obligations hereunder are conditioned upon the End User obtaining a Return Materials Authorization (RMA) and returning the defective Hardware in accordance with the Vocera Badge Products RMA policy at [vocera.com/legal](http://vocera.com/legal), as updated by Vocera from time to time. End User is responsible for shipping charges to return the Devices back to Vocera. Vocera is responsible for shipping charges to return to End User any Device repaired or replaced under the foregoing Standard Warranty. The replacement Hardware becomes the property of the End User and the Hardware replaced becomes the property of Vocera. If Vocera hereafter posts any new or modified version of this Limited Warranty or the Badge Products RMA policy, such new or modified version will apply to products ordered subsequent to the date of such posting.

**b. Optional Extensions of Standard Warranty.** End User may purchase optional warranty extensions for the Standard Warranty for Devices as offered by Vocera from time to time, but only if End User purchases such warranty extension at the same time as End User purchases the Device. Upon such purchase, End User’s Standard Warranty as set forth in Section 1(a) above shall extend for the applicable time increment beyond the initial one year warranty term for such Devices as described in the Standard Warranty above.

**c. Standard Warranty Exclusions.** To the full extent permitted by law, and subject always to the Disclaimer section below, the Standard Warranty does not apply and is void with respect to: (a) cosmetic damage, (b) product that has been improperly installed or maintained, (c) costs of any installation or deinstallation, (d) Hardware not manufactured or supplied by Vocera, (e) failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by the End User network (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) Hardware from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) Hardware operated outside published environmental parameters, (l) performance of Hardware in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with Vocera Devices), (m) any Hardware which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (n) engraving; (o) Accessories and materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of Vocera.

## 2. Customer Care Warranty Option for B3000 Badges Only.

**a. Option to Add Customer Care Warranty.** In addition to the Standard Warranty provided above, Vocera offers an optional Customer Care Warranty coverage solely for B3000 badges which are accidentally damaged in normal use (“Accidental Damage”). The Customer Care Warranty option may only be purchased for the same duration as the Standard Warranty for such B3000 badges (e.g. End User may only purchase a two year Customer Care Warranty extension if End User has purchased a two year Standard Warranty Extension).

**b. B3000 Customer Care Warranty Coverage.** Under the B3000 Customer Care Warranty, Vocera shall either repair or replace each B3000 badge that has Accidental Damage where, as a result of such Accidental Damage, the B3000 badge no longer conforms substantially to the applicable Product Documentation. If Vocera determines replacement of the badge is necessary, the replacement badge shall consist of a functionally equivalent and new or refurbished B3000 badge. The repaired or replacement B3000 badge is warranted under the Customer Care Warranty for the remaining warranty term of the original B3000 badge. This Customer Care Warranty applies only to the End User. The End User must provide written notice to Vocera that it plans to return any B3000 badge covered under this Customer Care Warranty no later than 10 days following expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. The obligations hereunder are conditioned upon the End User obtaining a Return Materials Authorization (RMA) and returning the defective or damaged B3000 badge in accordance with the Vocera Badge Products RMA policy at [vocera.com/legal](http://vocera.com/legal), as updated by Vocera from time to time. End User is responsible for shipping charges to return the B3000 badges back to Vocera. Vocera is responsible for shipping charges to return to End User any B3000 badges repaired or replaced under the foregoing Customer Care Warranty. If Vocera hereafter posts any new or modified version of this Customer Care Warranty or the Badge Products RMA Policy, such new or modified version will apply to B3000 badges for which the Customer Care Warranty applies which were purchased subsequent to the date of such posting. The foregoing states End User’s sole and exclusive remedy for under the B3000 Customer Care Warranty

**c. B3000 Customer Care Warranty Exclusions.** To the full extent permitted by law, and subject always to the Disclaimer section below, the Customer Care Warranty does not apply and is void with respect to: (a) any damage caused by intentional abuse, exposure to fire, biological waste, hazardous materials, chemicals or acts of God; (b) cosmetic imperfections of the external components that do not affect functionality or operation of the B3000 badge; (c) costs of any installation or deinstallation of the B3000 badges; (d) B3000 badges from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible; (e) B3000 badges operated outside published environmental parameters; (f) nonfunctional performance of B3000 badges which occurs when the badge is used in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with B3000 badges); (g) B3000 badges which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (h) engraving; or (i) batteries, battery charges, Accessories or any other hardware not manufacture or supplied by Vocera. Vocera reserves the right to refuse to repair or replace any B3000 badge which Vocera reasonably believes is not covered by the Customer Care Warranty, and in such event will notify End User and provide End User with the option to either have Vocera return the badge to Customer at Customer’s expense or dispose of the badge.

**d. Excessive Returns.** If the total number of B3000 badges returned by End User exceeds 25% of the total number of B3000 badges for which End User has purchased Customer Care Warranty coverage (“Return Limit”), then Vocera reserves the right to charge End User \$120 for each returned B3000 badge that is in excess of the Return Limit. By way of clarification, the Return Limit does not apply to products covered by the Standard Warranty set forth in Section 1 above.

## 3. Disclaimer.

**EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, AS APPLICABLE, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS LIMITED WARRANTY IS PROVIDED ON THE BASIS THAT THE END USER IS PURCHASING THE HARDWARE FOR THE**

PURPOSES OF A BUSINESS, AND NOT FOR HOUSEHOLD OR CONSUMER USE. VOCERA'S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER. IF ANY STATUTORY PROTECTION IMPOSED BY LAW IN RELATION TO THE SALE OR SUPPLY OF GOODS WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT IS BREACHED THEN, TO THE EXTENT PERMITTED BY LAW, END USER'S REMEDY IN RESPECT OF SUCH STATUTORY PROTECTION IS LIMITED, AT VOCERA'S OPTION, TO THE SOLE AND EXCLUSIVE REMEDY STATED IN THE APPLICABLE WARRANTY CLAUSE ABOVE.

**4. Warranty Against Defects.**

**a. Application.** Vocera's supplies are not of a kind ordinarily acquired for personal, domestic or household use or consumption. Despite this, if the End User acquires supplies deemed to be consumer goods or services under the Australian Consumer Law, Section 4.a applies to those supplies to the extent Vocera's liability is not otherwise validly limited or excluded under these terms. Any benefits given to End User in these terms relating to repair, replacement, providing again, rectifying or providing compensation in connection with those supplies are in addition to End User's other statutory protections and remedies.

**b. Warranty Against Defects.** Vocera's goods come with guarantees that cannot be excluded under the Australian Consumer Law. End User is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. End User is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure

**5. Damages Exclusions and Limitations.**

WITHOUT PREJUDICE TO ANY OF THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, TO THE EXTENT PERMITTED BY LAW VOCERA'S LICENSORS (AS DEFINED IN OF THE APPLICABLE VOCERA END USER LICENSE AGREEMENT ("EULA")) DISCLAIM ALL LIABILITY TO END USER FOR DAMAGES OF ANY KIND AND VOCERA WILL NOT BE LIABLE FOR:

- (A) LOST PROFITS, LOST REVENUE, LOST INTEREST, LOST GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OF OR INTERRUPTION TO BUSINESS;
- (B) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES;
- (C) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO TRANSACTIONS UNDER THIS LIMITED WARRANTY (I) HOWEVER CAUSED OR ALLEGED TO BE CAUSED, (II) EVEN IF VOCERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (III) WHETHER GROUNDED IN WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, CIVIL LIABILITY, STATUTE OR OTHER CAUSE OF ACTION OR CLAIM UNDER OR IN CONNECTION HERewith OR THE SUBJECT MATTER HEREOF, AND (IV) REGARDLESS OF WHETHER MADE IN THE FORM OF AN ALLEGATION, DEMAND, SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND (COLLECTIVELY, "CLAIM"); OR
- (D) ANY AMOUNT EXCEEDING THE "LIABILITY LIMIT" (AS DEFINED BELOW).

THE "LIABILITY LIMIT" IS ONE HUNDRED FIFTY PERCENT 150% OF THE AMOUNT ACTUALLY PAID BY END USER FOR THE SPECIFIC PRODUCT UNITS SUBJECT TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM FOR (I) HARDWARE WHERE THE CLAIM RELATES PRIMARILY TO HARDWARE OR TO THIS LIMITED WARRANTY OR THE BADGE PRODUCTS RMA POLICY; (II) SOFTWARE WHERE THE CLAIM PRIMARILY RELATES TO SOFTWARE, INCLUDING BUT NOT LIMITED TO SOFTWARE LICENSED TO VOCERA BY THIRD PARTIES, OR TO VOCERA'S END USER LICENSE AGREEMENT; (III) SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO VOCERA'S SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT; (IV) SERVICES OTHER THAN SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO SUCH SERVICES, AND/OR AN ENGAGEMENT LETTER PURSUANT THERETO; AND, WHERE CLAUSES (I) THROUGH

**(IV) ARE NOT APPLICABLE, (V) PRODUCTS AND/OR SERVICES AS APPLICABLE.**

**IF ANY PART OF THIS SECTION 4 IS FOUND TO BE UNENFORCEABLE BY ANY COURT OR COMPETENT AUTHORITY OR WOULD BE FOUND TO BE UNENFORCEABLE IF IT WERE INTERPRETED OR CONSTRUED IN A PARTICULAR WAY, THEN, THE RELEVANT WORDING SHOULD BE INTERPRETED OR CONSTRUED SO AS TO AVOID SUCH A FINDING AND THAT, IN THE EVENT OF SUCH A FINDING, THE REMAINDER OF THE PROVISION IN QUESTION SHALL BE INTERPRETED OR CONSTRUED TO GIVE IT FULL EFFECT.**

**6. General.**

**6.1 Governing Law.** This Agreement is governed by the laws of New South Wales, Australia, excluding its principles of conflicts of laws. The parties submit to the non-exclusive jurisdiction of the courts of this State. This consent to jurisdiction and venue supersedes any contrary provisions in any attachments to this Agreement. The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to this Limited Warranty.

**6.2 Language.** The parties have expressly requested and required that this Limited Warranty and all other related policies and documents be drawn up in the English language. If a version of this Limited Warranty exists in a different language, the English language version shall prevail to the extent of any inconsistency.

**6.3 Conflict.** The terms of this Limited Warranty shall prevail in the event of a conflict with any otherwise applicable law for the protection of proprietary rights. Any different or additional term preprinted on any End User Purchase Order or similar document are hereby rejected, notwithstanding any term set forth therein to the contrary.

**6.4 Notices.** Any notice required to be given hereunder shall be in writing and shall be given by facsimile or email (confirmed by regular mail), personal delivery (including by professional courier), or mailing (by first class prepaid mail, return receipt requested). Notices to Vocera shall be sent as follows:

Address:	Vocera Communications, Inc.
	525 Race Street
	San Jose, CA 95126-3495
	United States
Attention:	Law Department
Telephone:	408-882-5990
Facsimile:	408-882-5901
Email	LawDepartment@vocera.com

Notices to End User shall be sent to any address specified in a written agreement between the parties. In the case of personal delivery, notice shall be deemed to have been given upon actual receipt. In the case of email or facsimile, notice shall be deemed to have been given upon the date the transmitting machine confirms such transmission. In the case of mailing, such notice shall be deemed to have been given seven business days after such mailing.

**6.5 Vocera Policies.** Please see [www.vocera.com/legal](http://www.vocera.com/legal) for the Vocera policies referenced above and for the list of Product Documentation.