

## Commercial Warranty – Withings+ Protect

*Applicable version from 27 April 2026*

This commercial warranty (hereinafter “**Commercial Warranty**” or “**Withings+ Protect**” or “**Extended Warranty**”) is offered by Withings SAS, a simplified joint stock company, having its registered office at 2, rue Maurice Hartmann, FR-92130 Issy-les-Moulineaux / RCS Nanterre 504 787 565 / VAT No. FR 65 504 787 565 (hereinafter “**Withings**” or “**We**”), pursuant to the terms and conditions set forth herein.

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## 1. Definitions

Terms beginning with a capital letter in this agreement shall have the meanings set forth below, whether used in the singular or plural:

<b>Commercial Warranty or Withings+ Protect or Extended Warranty</b>	Commercial Warranty available for a Withings Users Account under conditions, that provides access to a premium handling of your requests and a possibility of replacement related to malfunctions of your Protected Withings Products.
<b>Connected Devices</b>	Devices which can be wirelessly connected to a phone or a server (e.g., body scales, watches, thermometers, blood pressure monitors, sleep analyzers, urine analyzers, etc.).  It does not include accessories purchased separately (wrist bands, chargers, cuffs, earbuds, etc.).
<b>Continued Withings+ Membership</b>	An active, fully paid, and uninterrupted Withings+ membership (excluding complimentary access).
<b>Date of Activation</b>	The date at which the purchase condition and the Paid Withings+ Membership condition are both met.
<b>Date of Protection</b>	The latest between: <ul style="list-style-type: none"> <li>○ The date on which the Newly Purchased Product was associated with your Withings User Account,</li> <li>○ The date on which a Withings+ membership was initiated on your Withings User Account.</li> </ul>
<b>Eligible Product</b>	Withings-branded Connected Devices sold by Withings or any authorized reseller, to the <u>exclusion of</u> : <ol style="list-style-type: none"> <li>1. <u>Withings products for which the legal conformity warranty has expired at the Date of Protection of the Commercial Warranty.</u></li> <li>2. Refurbished Withings products.</li> <li>3. Withings products purchased second-hand.</li> <li>4. Withings products received as a replacement under any legal conformity warranty, unless the replaced Withings products were already Protected Withings Products at the time of replacement.</li> <li>5. Withings products received by the user without a direct retail transaction, specifically including products provided via Withings Health Solutions or corporate wellness programs, products received through clinical studies, insurance partnerships, or any other monitoring programs, and promotional units, contest prizes, or “<i>Not For Resale</i>” (NFR) inventory;</li> <li>6. Withings products which are located outside your Household.</li> </ol>
<b>Grace Period</b>	Period of suspension of the Commercial Warranty up to one month beginning with a failed renewal payment, or a manual cancellation request initiated by the user, of the Withings+ membership.

<b>Household</b>	The main place where the user uses the products (including secondary residences).
<b>Newly Purchased Product</b>	An Eligible Product which: <ul style="list-style-type: none"> <li>(i) has been purchased after the entry into force of the Commercial Warranty, and</li> <li>(ii) has been associated with your Withings user account no later than sixty (60) days after the date the Withings product was first installed by any Withings user as recorded on Withings' servers.</li> </ul>
<b>Paid Withings+ Membership</b>	Membership meeting the conditions listed in article 5.2.
<b>Pre-existing Products</b>	Any Eligible Product already associated with your Withings User Account on the Date of Protection of the Commercial Warranty.
<b>Protected Withings Product</b>	- Any Newly Purchased Product, and - Any Pre-Existing Products
<b>Withings User Account</b>	Individual account on the Withings app, associated with a user and to which Withings products may be paired.

## **2. Purpose of the Commercial Warranty**

Withings+ Protect is a Commercial Warranty available for Withings User Account under conditions, that provides access to a premium handling of your requests and possibility of replacement related to malfunctions of your Protected Withings Products.

The Commercial Warranty covers the same defects as those provided for by the statutory warranty, but with no limit in time if the conditions of application are reunited.

Withings+ Protect is a part of a set of features included in the Withings+ membership.

The Commercial Warranty is a non-transferable right and is attached to the Withings User Account.

It cannot be transferred from one Withings User Account to another.

## **3. Distinction from statutory warranties**

Your free of charge statutory rights to remedies under applicable national consumer laws, including the legal conformity warranty and, in certain countries, a legal warranty against hidden defects are not affected, limited or replaced by this Commercial Warranty and remain fully enforceable.

This includes any statutory rights you have such as a refund or replacement for defective goods.

Under the legal conformity warranty, goods must conform to the contract, and sellers are liable for any non-conformity present at delivery that becomes apparent within the legal warranty period. In case of non-conformity, consumers may seek to bring the goods into conformity by repair or replacement. If that is not possible, they may request a price reduction in price or full

reimbursement. Where applicable national law provides for legal warranty periods exceeding the standard two-year EU warranty period, those longer periods shall apply.

The legal warranty against hidden defects applies in certain EU countries. Sellers are liable for hidden defects affecting the goods they sell. A defect is considered “hidden” if it renders the product unfit for its intended use, or significantly reduces its usefulness, and was not apparent to the buyer at the time of purchase. In such cases, the buyer may seek remedies, including cancellation of the sale or a reduction of the purchase price.

**The Commercial Warranty is in addition to, and separate from, the statutory warranties and remedies available to you under consumer protection legislation.**

#### **4. Territories of application of the Commercial Warranty**

The Commercial Warranty is available in the following countries: Belgium, France, Germany, Italy, the Netherlands, Norway, Spain, Sweden, Switzerland and the United Kingdom.

#### **5. Activation of the Commercial Warranty**

The Commercial Warranty is activated if the two following “Purchase condition” and “Paid Withings+ Membership condition” are both met.

##### ***5.1. Purchase condition***

To meet the Purchase condition, the user needs to:

- **Have an Eligible Product** which meets the following two cumulative criteria (a “Newly Purchased Product”):
  - (i) the Eligible Product has been purchased after the entry into force of the Commercial Warranty.
  - (ii) the Eligible Product has been associated with your Withings User Account no later than sixty (60) days after the date the Withings product was first installed by any Withings user as recorded on Withings’ servers,

AND

- **Keep the Eligible Product** and not return it during the withdrawal period under the “right of withdrawal” (see Terms and Conditions), if applicable.

The Purchase condition can therefore not be met as long as the withdrawal period is pending.

##### ***5.2 Paid Withings+ Membership condition***

To meet the Paid Withings+ Membership condition, the Withings User Account needs to have a paid Withings+ membership.

The eligibility conditions for a Withings+ membership are set out in the Terms and Conditions.

For this Commercial Warranty, membership is considered as paid (“**Paid Withings+ Membership**”) if it meets ONE of the following criteria:

- (i) your Withings User Account already holds an active and fully paid Withings+ membership at the date the Newly Purchased Product is associated with your Withings User Account, OR

(ii) a Withings+ membership is initiated on the Withings User Account within sixty (60) days following the date on which the Newly Purchased Product is associated with your Withings user account, AND, in case of complimentary access period (i.e. free of charge), the Withings+ Membership successfully transitions to a paid status, OR

(iii) your Withings User Account already holds a Withings+ Membership with a complimentary access period during which the Newly Purchased Product is associated with your Withings user account, AND successfully transitions to a paid status.

For the sake of clarity, the Paid Withings+ Membership condition:

- is thus already met for item (i), or
- is met when transitioning to a paid status after the complimentary access period for items (ii) and (iii).

Withings+ memberships granted on a complimentary, bundled or promotional basis do not qualify for this Commercial Warranty benefit.

Are excluded from the Paid Withings+ Membership condition:

- complimentary memberships with no active nor planned transactions,
- extended free promotional periods,
- goodwill gestures from customer service,
- VIP or Beta Test programs.

## **6. Exclusion of the Commercial Warranty**

The Commercial Warranty is limited solely to defects in materials and workmanship.

For avoidance of doubt, the following are explicitly excluded from the Commercial Warranty:

- (i) Accidental damage from handling (e.g. drops, spills, cracked screens or damage caused by misuse),
- (ii) Replacement of Withings products that are lost or stolen,
- (iii) cosmetic damage from handling such as scratches, dents, or broken plastic on ports that do not affect the functionality of the Withings products,
- (iv) consumable parts - normal depletion of consumable parts such as batteries (unless failure has occurred due to a defect in materials or workmanship).

## **7. Date of Activation and Date of Protection**

### ***7.1. Date of Activation***

The Commercial Warranty becomes activated on the date at which the purchase condition and the Paid Withings+ Membership condition are both met (“Date of Activation”).

### ***7.2. Date of Protection***

The Commercial Warranty retroactively applies from the Date of Protection which is defined as the latest between:

- The date on which the Newly Purchased Product was associated with your Withings User Account,
- The date on which a Withings+ membership was initiated on your Withings User Account.

The Date of Protection may therefore be before the Date of Activation.

The time window therebetween is called a Vesting Period.

## **8. Maintenance of the Commercial Warranty**

### ***8.1. Continued Withings+ Membership***

After activation, the Commercial Warranty remains activated only for the Withings User Accounts with an active, fully paid, and uninterrupted Withings+ membership (excluding complimentary access), called **Continued Withings+ Membership**.

The Customer acknowledges that:

- (i) The payments made are in exchange for the ongoing provision of Withings+ services, which include other features than this Commercial Warranty.
- (ii) The Commercial Warranty is provided as a benefit of active Withings+ membership and is only available whilst the Withings+ membership remains valid.
- (iii) The Commercial Warranty does not create a permanent right that continues beyond the membership period. If the Withings+ membership ends or is cancelled, the Commercial Warranty will also end at the same time.

### ***8.2. Effects of payment failure, cancellation, and interruption***

In the event of (i) a failed renewal payment, or (ii) a manual cancellation request initiated by the user, the Commercial Warranty is suspended and a grace period of up to one (1) month (hereinafter the “**Grace Period**”) begins as of the relevant triggering event.

During the Grace Period, the Withings+ membership remains inactive and the user is temporarily blocked from initiating any new warranty claim based on the Commercial Warranty.

No coverage by the Commercial Warranty applies during this Grace period, subject to possible reactivation in accordance with the following conditions.

The user may reactivate the Withings+ membership either automatically (following a successful payment recovery) or manually at user’s request during the Grace Period.

In the event of reactivation during the Grace Period, the Commercial Warranty will be reactivated upon payment. Coverage by the Commercial Warranty is reinstated retroactively to the start date of the Grace Period, ensuring no gap in the coverage timeline.

Retroactive reinstatement is strictly conditional upon settlement of the full cumulative amount due, corresponding to all billing cycles unpaid during the Grace Period. Where reactivation is manual and a payment was due during the interruption, such payment shall be processed at the time of reactivation. If the outstanding balance is not fully settled, the Commercial Warranty remains suspended or is permanently voided.

The Commercial Warranty is considered as permanently voided for all Protected Withings Products if the Grace Period expires without a successful payment or without manual reactivation by the User.

For the avoidance of doubt, permanent voiding applies solely to the Commercial Warranty and does not affect any statutory warranties or mandatory consumer rights. For the purpose of determining coverage eligibility, the effective date of permanent voiding is the start date of the Grace Period, irrespective of the reason triggering the suspension (payment failure or manual cancellation request).

For clarity, upon reactivation of the subscription within the Grace Period, the user retains the right to claim defects that had manifested before the Grace Period commenced.

## **9. Scope of activation and protection**

### ***9.1. Protected Withings Products***

Upon the satisfaction of the activation conditions (purchase condition and Paid Withings+ membership condition), the Commercial Warranty is automatically activated for the following products (called the **Protected Withings Products**):

- **Any Newly Purchased Product,**
- **Any Eligible Product already associated with your Withings User Account** on the Date of Protection of the Commercial Warranty, called “**Pre-existing Products**”.

If you purchased your product through an authorized reseller, we may ask your reseller to communicate to us the date of purchase of the concerned Withings product.

### ***9.2. Situation of an additional Newly Purchased Product***

If a Withings User account with an active Commercial Warranty associates an additional Newly Purchased Product, an additional Date of Protection is computed, and Pre-existing Products further include Eligible Products associated with your Withings User Account between the previous Date of Protection and the additional Date of Protection.

## **10. Duration of the Commercial Warranty**

As long as the conditions of the Commercial Warranty are reunited, the coverage applies with no limit in time.

## **11. Commercial Warranty coverage**

### ***11.1. Premium handling of claims***

As long as the Commercial Warranty applies, you have access to a premium handling of your claims relating to a malfunction of your Protected Withings Product.

This premium handling is designed to provide a faster, simpler, and more convenient experience, in particular, the following advantages:

- **Fast-track claim management:** warranty requests are handled on a priority basis, with expedited processing and follow-up by Withings’ customer support teams. Eligible claims are assigned to a dedicated support queue, with a target initial response within one (1) business day and a target resolution within one (1) business day from claim approval.
- **Advanced replacement shipment (cross-shipment):** where feasible and subject to

Withings' verification and approval of the claim, Withings will issue a replacement voucher covering the full value of the defective Protected Withings Product, enabling you to order your replacement device directly on [withings.com](https://withings.com). Replacement orders are typically delivered within three (3) to five (5) business days from the date of order, subject to product availability and delivery location. The return of the defective product remains mandatory and must be completed within fourteen (14) days of receiving the replacement; failure to return the defective product may result in the user being charged the full retail value of the replacement device.

- **Direct handling by Withings for retail purchases:** even if the defective Protected Withings Product was purchased through an authorized retailer, you may contact Withings directly for the management of the claim, without being required to go through the original point of sale.

The premium handling described above relates solely to the process, speed, and convenience of claim management. It does not extend the scope of defects covered, which remains limited to the conditions and exclusions defined in this Commercial Warranty.

### ***11.2. Replacement warranty***

As long as the Commercial Warranty applies, the Commercial Warranty offers you a possibility of replacement of your defective Protected Withings Products after the applicable legal conformity warranty expires (e.g., 2 years after the date of purchase in some countries), with no limit in time. The Commercial Warranty covers the same defects as those provided for by the legal conformity warranty.

### **12. Claims under the Commercial Warranty**

The user eligible to the Commercial Warranty shall contact [Withings Customer Support](#) to initiate a claim.

The claim must be initiated by the specific Withings User Account that benefits from the Commercial Warranty for Protected Withings Product.

For the sake of clarity, the treatment of claims initiated during the Vesting period will be delayed until the Date of Activation of the Commercial Warranty.

Upon approval of a valid claim issued in accordance with these terms, Withings will fulfill the Commercial Warranty according to the following Withings Products availability hierarchy replacement:

- (i) if the same model of the defective Protected Withings Product is in stock, Withings will replace it with a new unit of the identical model,
- (ii) if the identical model is no longer in stock, Withings will replace it with a new unit of a direct successor or a functionality equivalent model,
- (iii) if no identical successor or functionality equivalent model is available, Withings will issue a voucher for use on [withings.com](https://withings.com). The voucher's value will be equal to the original purchase price paid by the customer for the defective Protected Withings Product (including taxes). The voucher shall have a minimum validity of 12 (twelve) months from the delivery date.

The Eligible Product provided by Withings when fulfilling the Commercial Warranty replaces the defective Protected Withings Product as the Protected Withings Products covered by the Extended Warranty.

### **13. Specific terms for consumers in France**

If you are a French consumer the following provisions set out your legal rights under the statutory warranty of conformity and the statutory warranty of latent defects. The following provisions are entirely reproduced as per Article D211-2 of the French Consumer Code.

The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it occurred.

Where the contract for the sale of the goods provides for the continuous supply of digital content or a digital service for a period exceeding two years, the legal guarantee applies to that digital content or digital service throughout the period of supply provided for. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or digital service, and not the date on which it occurred.

The legal guarantee of conformity requires the trader, where applicable, to provide all updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity entitles the consumer to have the goods repaired or replaced within thirty days of their request, at no cost and without significant inconvenience to them.

If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.

If the consumer requests repair of the goods but the seller insists on replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.

The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by obtaining a full refund in exchange for returning the goods, if:

- 1° The trader refuses to repair or replace the goods;
- 2° The repair or replacement of the goods takes place after a period of thirty days;
- 3° The repair or replacement of the goods causes a major inconvenience to the consumer, in particular where the consumer definitively bears the costs of returning or removing the non-compliant goods, or where they bear the costs of installing the repaired or replacement goods;
- 4° The non-compliance of the goods persists despite the seller's unsuccessful attempt to bring them into compliance.

The consumer is also entitled to a reduction in the price of the goods or to termination of the contract when the lack of conformity is so serious that it justifies immediate reduction of the price or termination of the contract. In this case, the consumer is not required to request repair or replacement of the goods beforehand.

The consumer is not entitled to termination of the sale if the lack of conformity is minor.

Any period during which the goods are immobilized for repair or replacement suspends the warranty that remained until the repaired goods were delivered.

The above rights result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code.

A seller who acts in bad faith to obstruct the implementation of the legal guarantee of conformity is liable to a civil fine of up to €300,000, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the Consumer Code).

The consumer also benefits from the legal guarantee against latent defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are retained or a full refund upon return of the goods.

#### **14. Specific Terms for Consumers in Norway**

The Norwegian consumer is entitled to submit a complaint concerning Withings' products for up to two (2) years from the date the consumer took possession of the product, or up to five (5) years if the product is meant to last substantially longer under normal use, cf. Section 27 of the Norwegian Act relating to Consumer Purchases. This statutory right applies irrespective of whether the Commercial Warranty expires earlier.

#### **15. Specific terms for Customers in the UK**

For UK customers, for more information on your statutory remedies please visit your local Citizens Advice Bureau or Trading Standards Office.

#### **16. Entry into force**

The Commercial Warranty is applicable starting from 27 April 2026.