

Motion Control Limited Warranty

Effective Period

All Motion Control products have a two-year warranty, with the exception of MC ETDs, MC Hands, Powered Flexion Wrist, MC Electric Wrist Rotators, and accessories which have a one-year warranty, and foot shells which have a 6 month warranty. Repairs have a 90 day warranty. Warranty is effective on the date of delivery to the fitting center.

Coverage

Seller warrants to Buyer that the equipment delivered hereunder will be free from defects in materials and manufacturing workmanship, that it will be of the kind and quality described, and that it will perform as specified in Seller's written quotation. The preceding limited warranties shall apply only to failures to meet said warranties that appear within the effective period of this Agreement.

The conditions of any tests to determine failures to meet the above limited warranties shall be mutually agreed upon between Buyer and Seller. Seller must be notified of, and may be represented at all tests that may be made. If any equipment fails to meet the foregoing limited warranties, Seller shall correct any such failure at Seller's option, either by: 1) Repairing any defective or damaged part(s); or, 2) Making available via collect shipment to the Buyer, any necessary repaired or replacement parts or assemblies.

Except as set forth in any applicable patient indemnity, the foregoing limited warranties are exclusive and in lieu of all warranties, whether written, oral, or statutory. No implied warranty, merchantability, or fitness for purpose shall apply. Seller does not warranty any products of others where the Seller serves solely as a distributor or reseller, specifically, any devices not manufactured directly by Motion Control, Inc.

The limited warranties and remedies set forth herein are conditioned: 1) Upon inspection of the equipment by Motion Control Inc. or its representative before the initiation of the Limited Warranty, and verification that the equipment is in good working order and free of damage; 2) Upon proper use and maintenance of the equipment and conformance with any applicable recommendations of Seller; 3) Upon Buyer promptly notifying Seller in writing within the Limited Warranty period of any defects; 4) Upon the Buyer making the equipment available for correction, by prepaid shipment to the Seller, at Seller's option; and, 5) Upon receipt of the fees quoted at the time of the Agreement for the Limited Warranty. In no event shall Seller be liable for special or consequential damages. Determination of the damages or defects to be covered under the Limited Warranty shall be made by Motion Control personnel.

Exclusions

This agreement does not include:

1. Prosthetic services for fitting and maintaining the prosthesis made and used with the equipment.
2. Damage caused by neglect, misuse or improper operation by anyone other than the Seller.
3. Damage due to accident, fire, water, vandalism, unsuitable environmental conditions or replacement parts not approved or recommended by Motion Control.
4. Damage or defects occurring prior to the beginning of the Agreement, except as covered under a previous warranty agreement.
5. Modifications to the equipment which occur during the period of the Agreement except by mutual consent of the parties in writing, including payment of additional charges as specified by the Seller.



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