### ottobock.

# Warranty packages. Mechatronic prosthetic knees.



# Comprehensive advantages. Worldwide.

The Ottobock warranty packages make life easier for you and your users. You no longer have to deal with submitting cost estimates or deadline enquiries. Your users benefit from shorter wait times and comprehensive service – worldwide – with proven Ottobock quality! No matter which warranty package you choose, you always receive free repairs and maintenance including a loaner unit during the respective warranty period.<sup>1</sup>

Services <sup>1</sup>	3-year standard warranty	6-year extended warranty
Free repairs	✓	✓
Free 24-month maintenance (Genium X3: 12- and 24-month maintenance)	~	~
Free 48-month maintenance (Genium X3: 36-, 48- and 60-month maintenance)	×	~
Free loaner unit during maintenance and repairs	<b>✓</b>	~
Benefits	<ul> <li>You enjoy full cost transparency over a period of 3 years.</li> <li>You can opt to extend the period and upgrade to the 6-year warranty at any time.</li> </ul>	<ul> <li>You enjoy full cost transparency over a period of 6 years.</li> <li>By extending the warranty, you will continue to save on possible repair costs and the costs for mandatory maintenance.</li> </ul>

 $<sup>^{\</sup>scriptsize 1}$  Free of charge, provided you have complied with the manufacturer's terms and conditions of the warranty.



## **Basic definitions.**



### What is maintenance?

During the maintenance procedure, all product features and functions are tested thoroughly. Our service technicians also perform the required software updates and technical updates at the same time. If the inspection reveals an actual or pending loss of function, we replace or repair the corresponding part(s) in line with the Ottobock service directives. Maintenance also includes cleaning. Maintenance is free of charge during the warranty period, provided you have complied with all the terms and conditions of the warranty. If a product is not covered by a warranty, we will quote you for any maintenance procedure conducted during the defined product specific service period.

Notice: In the interest of user safety and in order to maintain proper function and protect the warranty, regular maintenance is required after 24 months for the C-Leg, Kenevo and Genium, and after 12 months for the Genium X3. When maintenance is due, this is indicated in respect of the C-Leg and Kenevo by three brief beeps, and in respect of the Genium and Genium X3, three vibration signals are sent in addition to the beeps after the battery charger has been disconnected



### What are repairs?

In a repair procedure, our service technicians inspect the product and test it for functionality. They assess the damaged parts, and replace or repair them in line with the Ottobock service directives. They test the product before and after repairing it, and also clean the product. Repairs are free of charge during the warranty period, provided you have complied with all the terms and conditions of the warranty. If your product is no longer covered by a warranty, we will quote you for any repair work conducted during the defined product specific service period. Warranties do not cover repairs for superficial damage, such as scratches, or damage resulting from improper use, or damage caused by wilful intent, negligence or force majeure.



### What is a loaner unit?

A loaner unit is a temporary replacement product. Ottobock provides users with a loaner unit as a substitute while maintenance and repairs are carried out.

# Be on the safe side.

### Reliable planning and cost transparency

Whichever warranty package you choose, you will receive a long-term maintenance plan including an overview of the costs involved. This enables you to plan your work with full peace of mind.

### **Independence and efficiency**

Maintenance and repairs are handled quickly, easily and without red tape. You do not have to prepare cost estimates or obtain approvals.

### **Full user mobility**

Subject to local availability, users are provided with a free loaner unit from our sales and service centres to maintain their mobility when maintenance or repairs are required.

### Worldwide validity and support

The Ottobock warranty applies worldwide and provides support in the event of emergencies – at home, on holiday or during business trips. In the event of a problem, the user can contact the medical supply company that provided their fitting. The medical supply company then contacts Ottobock's customer service, and together they coordinate the best possible local support.







### Peace of mind with Ottobock Service.

We provide one on one support during maintenance and repairs, and are there to help you with any questions or problems you may have.

When you send in a product, our experienced and professional service technicians will address the exact problem you describe. They will recommend future courses of action and inform you of any technical updates. They will also report back to you on software updates and other work they have completed. Ottobock warranties safeguard your users' mobility and ensure products are always kept up to date.

Please contact your Ottobock sales representative or local Ottobock Customer Service if you have questions about our warranty packages.

### Mechatronic prosthetic knees. Manufacturer warranties.

If you want to buy one of our products, ask about the warranty options. You can then purchase the warranty of your choice along with the product. Within the period of the 3-year warranty, you can upgrade to the 6-year warranty at any time.

Product		<b>Genium X3</b> 3B5-3; 3B5-3=ST	<b>Genium</b> 3B1-3; 3B1-3=ST	<b>C-Leg</b> 3C98-3; 3C88-3	<b>Kenevo</b> 3C60; 3C60=ST
Manufacturer		Otto Bock Healthcare Products GmbH	Otto Bock Healthcare Products GmbH	Otto Bock Healthcare Products GmbH	Otto Bock Healthcare Products GmbH
Standard warr at the time of p purchase (years	roduct	<b>3</b> SP-3B5-3=3	<b>3</b> SP-3B1-3=3	<b>3</b> SP-3C98-3=3	<b>3</b> SP-3C60=3
<b>Extended warr 6 years</b> can be the time of (mo purchase	purchased at	SP-3B5-3=6	SP-3B1-3=6	SP-3C98-3=6	SP-3C60=6
Warranty exter 3 to 6 years wi 36 months follo product purcha	thin the first owing the	SP-3B5-3=3+3	SP-3B1-3=3+3	SP-3C98-3=3+3	SP-3C60=3+3
Free mainte- nance in the following month(s)¹:	Standard warranty 3 years	12 / 24	24	24	24
	Extended warranty 6 years	12 / 24 / 36 / 48 / 60	24 / 48	24 / 48	24 / 48
Free loaner un maintenance a		~	~	~	~
Components co by the warranty		<ul> <li>Knee joint excl.</li> <li>Protective Cover</li> <li>AXON tube adapter</li> <li>Inductive charger and power supply</li> </ul>	<ul> <li>Knee joint excl.</li> <li>Protective Cover and cosmesis</li> <li>AXON tube adapter</li> <li>Inductive charger and power supply</li> </ul>	<ul> <li>Knee joint excl.</li> <li>Protective Cover and cosmesis</li> <li>Tube adapter</li> <li>Battery charger and power supply</li> </ul>	<ul> <li>Knee joint excl.</li> <li>Protective Cover</li> <li>AXON tube adapter</li> <li>Inductive charger and power supply</li> </ul>
Grace period formaintenance (		-4 / +4	-4 / +4	-4/+4	-4/+4

Notice: The warranty order numbers apply to both the knee joint with pyramid adapter and the knee joint with threaded top in all available colour variants.

All times are based on the date of delivery by Ottobock to the medical supply company, in accordance with the delivery note.

The maintenance services mentioned above are necessary to ensure the user's safety and the continuity of the warranty.

<sup>1</sup> Free of charge, provided you have complied with the manufacturer's terms and conditions of the warranty.

### **Manufacturer's warranty** terms and conditions.

### Mechatronic knee joints.

The Ottobock product manufacturer ("Ottobock") provides a manufacturer's warranty, to the terms and conditions set forth herein, for certain components of the purchased product ("Subject matter of the warranty"), both of which are listed on the previous page.

#### 1. Claimant

Each warranty is issued to the respective buyer, i.e., the person who originally purchased the product from a sales company belonging to the Ottobock Healthcare group ("Ottobock Sales Company"). The buyer and the first user are both entitled to assert warranty claims. The warranty cannot be transferred to a third party.

### 2. General information on the warranty

- Unless stipulated otherwise, all periods commence on the date of delivery by Ottobock to the buyer, as recorded in the delivery note.
- To the extent permitted by law, Ottobock hereby rejects all liability for damage caused by failure to observe required maintenance intervals, as well as for any indirect, secondary or consequential damage resulting therefrom.
- Wear and tear parts not expressly covered by the warranty are excluded from the warranty.
- This warranty does not cover any costs accrued in connection with the assertion of warranty claims, including but not limited to any travel charges or other expenses.
- All warranty claims must be asserted without delay, within no more than thirty (30) days of the emergence/first occurrence of the respective issue. Please address your claim to Ottobock, an Ottobock Sales Company or an authorised Ottobock service partner ("authorised service partner") and remember to include a description of the defect. Should Ottobock, having conducted a reasonable assessment of the claim, come to the conclusion that the problem is not covered by the warranty, Ottobock will inform the submitting party as quickly as possible.

### 3. Standard warranty

Ottobock provides a standard warranty for the purchased product lasting three (3) years from the date of delivery by Ottobock to the buyer (as recorded on the delivery note).

### 3.1 Extended warranty

In addition to the standard warranty (3 years), the buyer may purchase an extended warranty for a period of six (6) years, either (i) together with the purchase of the product or

(ii) at any time during the period of the standard warranty. In order to qualify for (ii), all mandatory maintenance procedures must have been completed properly in accordance with Clause 4.3.

### 4. Warranty extent and scope

The standard and extended warranty cover defects in materials or workmanship and/or functional failures of the product in question. The warranty does not cover theft, loss, or typical wear and tear (especially superficial damage).

#### 4.1 Repair or replacement

When services (in particular, repair or replacement services) are rendered under the warranty, these do not re-set the clock on the warranty. In other words, the warranty will still expire on the originally agreed date. Follow-on claims connected to services rendered under the warranty may only be made during the warranty period. If a claim is covered by the warranty, Ottobock will, at its own discretion, repair the product in question or replace defective parts with replacement parts.

- Ottobock reserves the right to use new or as-new parts insofar as this complies with statutory requirements. Warranty services may be performed by an Ottobock Service Center, an Ottobock Sales Company or an authorised service partner.
- Replaced parts remain with Ottobock and/or the Service Center or authorised service partner and become the property of Ottobock.
- Any parts repaired or replaced under warranty are covered by this same Ottobock warranty, which will expire on the originally agreed date.

#### 4.2 Loaner unit

Ottobock will provide you with a free loaner unit on request, subject to availability. The loaner unit is provided free of charge (a) for the duration of the repairs, or until a new unit has been ordered and delivered, provided the warranty claim is justified;

(b) from the time the product is sent in until Ottobock ascertains that the claim is not covered by the warranty and notifies the buyer accordingly.

The loaner unit must be returned as soon as the user gets their fitting back, which must happen within one week of receiving the serviced or repaired components. Any exceptions to this shall be arranged separately with the local Ottobock Sales Company. If the loaner unit is not returned within one week after receipt of the serviced or repaired components, or within a separately agreed return period, Ottobock reserves the right to charge a rental fee for each week of the delayed return, according to the terms and conditions in effect at the time. The loaner unit must be handled with due care and adequately protected from any potential damage. Ottobock is entitled to demand reimbursement and/or claim damages should the loaner unit be damaged or lost (including accidentally). If a warranty claim is valid, no shipping costs will be charged for the provision of the loaner unit and the return of the serviced and repaired components.

### 4.3 Maintenance

The standard or extended warranty includes one or more free maintenance services, the due dates of which are listed in the table on the previous page. Maintenance is conducted by an Ottobock Service Center, an Ottobock Sales Company or an authorised service partner. If the buyer fails to observe the maintenance intervals detailed in the table on the previous page, the warranty will cease to be valid and Ottobock is entitled to invoice all costs incurred due to, or in connection with, the failure to carry out maintenance.

### 5. Disclaimer

The present warranty is null and void if:

- a) more than thirty (30) days pass from the time the defect occurs before the defect is reported to Ottobock, an Ottobock Sales Company or an authorised service partner
- b) the defect is caused by a failure to comply with the instructions for use, or results from improper use, excessive strain due to unusual activities, application of external force, lack of due diligence, force majeure, or negligent or wilful damage
- c) the product has been adapted, altered or modified, or features installed or other work carried out on the product contrary to the instructions for use, or work has been carried out on the product by a non-authorised third party
- d) the product has been used by more than one user
- e) no description of the defect is communicated
- f) the serial number has been removed or
- g) mandatory maintenance has not been completed at the correct intervals

### 6. Applicable law and jurisdiction

This warranty is subject to the local law of Ottobock, to the exclusion of relevant provisions on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the buyer classes as a commercial enterprise under the relevant laws, jurisdiction for any claims they make under this warranty shall lie with the courts at the domicile of Ottobock.

### 7. Other claims

Other valid rights and obligations in connection with the product remain unaffected by this warranty.

### **Manufacturer information**

Otto Bock Healthcare Products GmbH Brehmstraße 16, 1110 Vienna, Austria Company register number: 242378p Register court: Commercial Court Vienna

