

Warranty

Terms and Conditions



SUITX
by ottobock.

Reliable support – anytime, anywhere!



How long can you make claims under our SuitX by Ottobock warranty?

We offer you a 3-year warranty starting from the date of delivery by SuitX by Ottobock (or an authorised partner) according to the delivery note date.



What is covered by the SuitX by Ottobock warranty?

Signs of wear on wear and tear parts as defined in the operating instructions and the extension of the warranty period to a period of 36 months after the product is handed over to the buyer. We will coordinate the free repair with you or replace your device free of charge if a warranty claim exists.



What are the terms of our SuitX by Ottobock warranty?

The warranty expires for the future unless maintenance services – by SuitX by Ottobock or an authorised partner – are verifiably provided in the 12th and 24th months respectively after the delivery date. The scope of the required maintenance services is specified in the operating instructions of the respective product.

Furthermore, the warranty applies exclusively to all serial number-bearing products for which Care Pro Service is offered by SuitX by Ottobock or a certified partner.



What is not covered by the warranty?

Repairs of superficial damage, damage resulting from improper use (contrary to the operating instructions), intent, negligence or force majeure, as well as theft or loss are not covered by our manufacturer's warranty.

Object of the warranty

16ES100=* – IX Shoulder Air (Ottobock Shoulder)	Maintenance Interval 12 months
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20ES300=* – IX Back Air	Maintenance Interval 12 months
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20ES100=* – Ottobock Back	Maintenance Interval 12 months
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The product manufacturer provides a manufacturer's warranty for the products listed in the table above ("Subject matter of the warranty") on the terms and conditions detailed herein.

1. Beneficiary under warranty

This warranty applies to the original buyer ("warranty holder") who purchases the product from SuitX or an authorised distributor of the manufacturer. The warranty holder is entitled to assert warranty claims. The warranty cannot be transferred to a third party.

2. Warranty period

The manufacturer gives the warranty holder a warranty for a period of three (3) years. Unless otherwise stated, all periods commence on the date of delivery by SUITX (or an authorised partner) to the warranty holder, as stated in the delivery note.

3. Scope of the warranty

The present warranty encompasses

- Repair or replacement in case of defects in materials or workmanship and functional failures due to defects in the object of the warranty (corresponds to warranty cases over an extended [section 2.] period). If a claim event is covered by the warranty, the manufacturer will, at its own discretion, repair the object of the guarantee or replace the defective parts with spare parts. The manufacturer reserves the right to use new or as-new parts insofar as this complies with statutory requirements. Warranty services can be provided either by the manufacturer, a sales company of the manufacturer or an authorised service partner of the manufacturer. Replaced parts remain with the manufacturer or the sales company of the manufacturer or the manufacturer's authorised service partner and pass ownership to them. Any components or spare parts repaired or replaced under this warranty are covered by the manufacturer from the time of repair or replacement until the end of the purchased warranty.
- Repair of signs of wear on wear and tear parts as defined in the operating instructions. Wear and tear parts that are not expressly declared as such in the operating instructions are excluded from this warranty.

4. Warranty requirements / expiration of warranty

In order to maintain the warranty, mandatory maintenance must be completed properly in accordance with the operating instructions. If such maintenance is not carried out or is not carried out in a timely manner, the warranty will cease to be valid and the manufacturer or authorised service partner may invoice the warranty holder for all costs that are incurred due to, or in connection with, the failure to carry out maintenance or being carried out late.

Repairs of superficial damage and damage resulting from improper use, breach of the operating instructions, intent, negligence or force majeure, as well as theft or loss are not covered by the warranty.

Warranty claims must be asserted immediately, no later than within thirty (30) days of the occurrence of the warranty event – otherwise the warranty claim expires. The same applies if a written description of the defect is not sent to the manufacturer or a distribution partner authorised by the manufacturer (“authorised service partner”) within this period. The manufacturer or authorised service partner will endeavour to inform the warranty holder as soon as possible if there is no warranty event according to a professional assessment of SUITX by Ottobock.

Furthermore, the product warranty is voided if

- the warranty holder, user or other third party not authorised by the manufacturer has made adjustments, changes, modifications, installations or other types of work to the object of the warranty (including the use, or combination, of the object of the warranty with incompatible parts or parts not approved by SUITX by Ottobock),
- no description of the defect has been communicated,
- the serial number has been removed.

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.

5. Loaner device

If so requested, the manufacturer will provide a loaner device, subject to availability. A loaner device is provided free of charge for the duration of the repair or until a new unit has been provided and for the respective shipping duration in a justified warranty event.

The loaner device must be returned immediately after receipt of the repaired or replaced product.

If the loaner device is not returned within one week after receipt of the serviced or repaired components, or within a different return period agreed, the manufacturer may charge the warranty holder a rental fee of EUR 120 for each week of delay in return, or part thereof.

The loaner device must be handled with due care and must be adequately protected from any potential damage. The manufacturer is entitled to demand corresponding reimbursement and/or claim damages should the loaner unit be damaged or lost (including accidentally).

If a warranty event applies, no shipping costs will be charged for the provision of the loaner device and the return of the serviced and repaired components.

In the absence of a warranty event, the costs for the loaner device will be invoiced (also retroactively).

6. Disclaimer

The liability of the manufacturer under this warranty is excluded, unless otherwise stipulated in this warranty. Liability for intentional and grossly negligent conduct, injury to life, body or health and in cases of mandatory statutory provisions (e.g. under the Product Liability Act) is exempt from this exclusion. In the event of slightly negligent breach of cardinal obligations, the manufacturer will only be liable for the foreseeable damage. Cardinal obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the warranty holder may regularly rely.

7. Applicable law and jurisdiction

This warranty is subject to the local law of the manufacturer, to the exclusion of relevant provisions on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

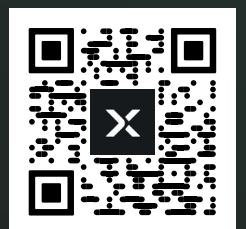
The place of jurisdiction for claims of the buyer under this warranty is the registered office of the manufacturer, if the warranty holder is an entrepreneur within the meaning of the applicable law.

8. Other claims

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



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