



## LIMITED WARRANTY

### /AXIS LOCKING SHOULDER JOINT

College Park Industries, Inc., a Michigan corporation at 27955 College Park Drive, Warren, MI 48088 (“Company”) hereby provides its Limited Warranty for the Axis Locking Shoulder Joint (a “Product”). The Company, as set forth below, hereby provides its limited warranty, to the Product’s original user, that the Product is free from defects in materials and workmanship. The length of the limited warranty period depends on the type of Product as summarized in the table below.

PRODUCT	WARRANTY PERIOD	RETURN PERIOD
AXIS LOCKING SHOULDER JOINT	2 yrs	30 days

**LIMITED WARRANTY.** This limited warranty commences on the Company’s shipment date. This limited warranty is not transferable and does not apply to experimental or research project applications. Representations, oral or written, which are inconsistent with this warranty are not authorized and, if given, should not and cannot be relied upon. **CONDITIONS.** The exercise of this limited warranty is further conditioned, in part, upon the patient adequately and timely (1) reporting the claim of a defect and (2) returning the Product to a prosthetist recognized by the Company (“Recognized Prosthetist”). The Recognized Prosthetist shall undertake, with the patient, to process that claim with the Company. Upon discovery of a possible defect, the patient shall immediately notify the Recognized Prosthetist, and, within 30 days from discovery, shall notify the Company in writing, therein describing all current

claims that the patient may have with respect to the Product. Failure to properly give such notices shall automatically constitute full waiver of all claims and warranties by the patient and any person taking action on the patient’s behalf. If a Product needs repair or replacement due to a defect in workmanship or materials, a Return Authorization Number (RA#) is required, which is obtained by calling the Company’s Customer Service Department at 800-728-7950. The original order date and patient name must be included with the Product.

**REPAIRS/REPLACEMENT.** The Product will either be repaired or replaced at the Company’s option. Unless otherwise specified at the time of repair or replacement, the repaired or replacement Product will continue to be covered under this limited warranty for the remaining duration of the original warranty period.

This limited warranty does not apply to ordinary wear and tear. No warranty or other liability is provided or accepted by the Company including those otherwise arising for prosthetic services, such as fitting, adjusting or maintaining the Product, or for any other acts of omission or commission by the Recognized Prosthetist or other prosthetist.

**DAMAGES/LIABILITIES.** No person, employee, contractor, agent, distributor, dealer or company is authorized to change, modify, or extend the terms of this limited warranty in any manner whatsoever. The Company is not liable for indirect, incidental, or consequential damages in connection with the use of the Product. These damages include, without limitation, loss, damage, or expense attributable to loss of use of the Product, loss or damage to property other than the Product, loss of expected income, loss from business disruption, or other commercial or personal loss due to any cause, even if the Company has been advised of the possibility of such damages, in connection with the Product, or any use of the Product (except for liability for consequential damages to the extent that by law such may not be disclaimed).

## LIMITED WARRANTY (continued)

**FORCE MAJEURE.** This limited warranty will not apply if a failure(s) of the Product is attributable to (a) neglect, (b) accident (c) misuse, (d) use for applications beyond design specifications, (e) use for purposes other than those expressed or intended by current product literature, (f) abuse, (g) modification or alteration to any component of the Product other than in accordance with the Company's written instructions, (h) exposure of the Product to fire, perspiration, water, corrosive materials such as salt water and PH extremes, or other contaminants or to other conditions beyond the environmental and operating constraints specified by the Company, (i) improper installation of the Product, (j) failure to satisfy the pre-conditions or other requirements contained herein, (k) failure to strictly comply with the Company's instructions including its Technical Instructions, (l) anatomical, physiological and/ or volumetric changes in the patient such as changes in the patient's weight or in the size or shape of the patient's limb, (m) use by anyone other than the original user, (n) failure to follow recommended inspection and maintenance schedules, (o) damage caused by the installation or use of parts and accessories not compatible with the Product, or (p) any other applicable reason.

**DISCLAIMER.** WITH THE EXCEPTION OF THE FOREGOING EXPRESS LIMITED WARRANTY, TO THE EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, STATE LAW IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, AGREEMENTS OR SIMILAR OBLIGATIONS OF THE COMPANY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS LIMITED WARRANTY. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS LIMITED WARRANTY SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PROVISIONS HEREOF.

**SHIPMENTS.** You are requested to specify the desired method of shipping. In the absence of such instructions, we will ship your order by the most cost-effective method, usually UPS-ground delivery. Freight charges are prepaid and added to the invoice. If you wish to have the contents of your shipment insured, please notify us and we will arrange this and add the applicable cost to your invoice.

**RETURNS.** We stand behind our quality products and are committed to your complete satisfaction. Products must be returned within 30 days of receipt in resaleable condition (in their original labeled bag/box). Returns requested after 30 days from receipt will be subject to a 20% restocking charge. Returns require a Return Authorization Number (RA#) which is obtained by calling the Company's Customer Service Department at 800-728-7950. If the product shows signs of mounting, the return will not be accepted and credit will not be issued. Mistreated, modified, abused, used, or custom goods will not be accepted for return or credit. This return policy does not cover customer ordering errors. A restocking fee of 20% will be applied to orders returned without an RA#.

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