



## LIMITED WARRANTY / MECHANICAL KNEES

**College Park Industries, Inc.**, a Michigan corporation at 27955 College Park Drive, Warren, MI 48088 (“Company”) hereby provides its Limited Warranty for the each of the various types of prosthetic mechanical knees which it sells, i.e. College Park Guardian™ and College Park Victor™ (each unit being a “Knee”). The Company, as set forth below, hereby provides its limited warranty, to the Knee’s original user, that the Knee is free from defects in materials and workmanship. The length of the limited warranty period depends on the type of Knee as summarized in the table below.

PRODUCT	WARRANTY PERIOD	RETURN PERIOD
College Park Guardian Knee	2 yrs	60 days
College Park Victor Knee	2 yrs	60 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 Knee 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 Knee.

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 Knee 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 Knee.

**REPAIRS/REPLACEMENT.** The Knee 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 Knee will continue to be covered under this limited warranty for the remaining duration of the original warranty period. Unless otherwise specified at the time of replacement, replacement parts, not otherwise covered by this Limited Warranty, will have a 90 day limited warranty, commencing on the Company’s shipment date, subject to the same limitations as are set forth in this Limited Warranty.

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 Knee, 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 Knee. These damages include, without limitation, loss, damage, or expense attributable to loss of use of the Knee, loss or damage to property other than the Knee, 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 Knee, or any use of the Knee (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 Knee 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 Knee other than in accordance with the Company's written instructions, (h) exposure of the Knee 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 Knee, (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 Knee, 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.

**RETURNS, ADJUSTMENTS, CREDITS.** We stand behind our quality products and are committed to your complete satisfaction. We deliver all our prosthetic knees with a "60 Day Satisfaction Guarantee". If you are dissatisfied with a College Park knee for any reason, it may be returned within 60 days of the original invoice date for alteration, refabrication, replacement, refund or credit.

*All returns require a Return Authorization Number (RA#), which is obtained by calling College Park's Customer Service Department at 800-728-7950. This guarantee does not cover customer ordering errors. A restocking fee of 20% will be applied to orders returned without an RA.*

 COLLEGE PARK INDUSTRIES, INC.  
27955 College Park Dr., Warren, MI 48088 USA



 EMERGO EUROPE  
Prinsessegracht 20, 2514 AP The Hague, Netherlands

Australian Sponsor EMERGO AUSTRALIA  
Level 20, Tower II, Darling Park, 201 Sussex Street, Sydney, NSW 2000 Australia



**college park**

T 800.728.7950 586.294.7950 | F 800.294.0067 586.294.0067 | college-park.com

©2018 College Park Industries, Inc. All rights reserved.

677 LIT WAR FBK 180829