



# LIMITED WARRANTY

Liberating Technologies, Inc., a Massachusetts corporation at 325 Hopping Brook Road, Holliston, MA 01746 ("Company") hereby provides its Limited Warranty. The Company, as set forth below, hereby provides its limited warranty, to the component's original user, that the component is free from defects in materials and workmanship. The warranty does not apply to other manufacturer's products/components unless supplied by LTI.

## COVERAGE

**Covered:** All mechanical components including mounting plates, fasteners, and cables. Non-LTI products if supplied with the Boston Digital Arm.

**Not Covered:** Original batteries are excluded from the extended warranty.

ELBOW	WARRANTY PERIOD	RETURN PERIOD	EXTENDED WARRANTY
Boston Digital Arm	2 yr	30 d	2 yr
Modular Arm	1 yr	30 d	-
Input Devices	1 yr	30 d	-
Batteries and Chargers	1 yr	30 d	-
All other products	1 yr	30 d	-

**LIMITED WARRANTY:** This limited warranty covers all components and is not transferable. Equipment covered by this Warranty will be repaired in the United States by Liberating Technologies representatives, without charge. Liberating Technologies will return the product UPS ground service, or using any comparable carrier. Requests for expedited returns of warranty repairs will be at the expense of the customer.

**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 component 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 60 days from discovery, shall notify the Company in writing, therein describing all current claims that the patient may have with respect to the component. 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 component needs to be replaced due to a defect in workmanship or materials, a Return Authorization Number (RA#) is required, which is obtained by calling Liberating Technologies' Customer Service Department at 800-437-0024. The original order date must be included with the product.

**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 component. These damages include, without limitation, loss, damage, or expense attributable to loss of use of the component, loss or damage to property other than the component, 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 component, or any use of the component (except for liability for consequential damages to the extent that by law such may not be disclaimed).

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**FORCE MAJEURE.** This Limited Warranty will not apply if a failure(s) of the component is attributable to (a) exposure to water, perspiration or other contaminants (b) neglect, (c) accident (d) misuse, (e) use for applications beyond design specifications, (f) use for purposes other than those expressed or intended by current product literature, (g) abuse, (h) modification or alteration to any component of the component other than in accordance with the Company's Written instructions, (i) exposure of the component to fire, water, corrosive materials such as salt water and PH extremes, or to other conditions beyond the environmental and operating constraints specified by the Company, (j) improper installation of the component, (k) failure to satisfy the pre-conditions or other requirements contained herein, (l) failure to strictly comply with the Company's instructions including its Technical Instructions, (m) 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, (n) use by anyone other than the original user; (o) failure to follow recommended inspection and maintenance schedules, (p) damage caused by the installation or use of parts and accessories not compatible with the Boston Digital Arm System. or (q) 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 expeditious 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. Goods must be returned within 30 days of receipt in resaleable condition (in their original labeled bag/box). Call LTI for a Return Authorization Form. This form must be completed and submitted to LTI and an RA# will be issued via fax or email. The outer shipping package must identify the RA# that was issued, and the product must be packed with a copy of the RA form inside.

It is the customer's responsibility to ship the product in proper packaging, and adhering to all Federally and State mandated shipping policies, especially in regard to shipments including Lithium-Ion Batteries.

Returns requested after 30 days from receipt will be subject to a 20% restocking charge. Mistreated, modified, abused, used, or custom goods will not be accepted for return or credit. Electronic devices and components may also be subject to a testing fee to assume that these products are operating properly. No returns will be accepted on products after 6 months.



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