

# More freedom with full mobility – Ottobock warranty packages

Warranty options for mechatronic prosthetic feet



Quality for life

# Let's overcome boundaries!

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 during the respective warranty term and a free loaner unit during maintenance and repairs.

Services	3-year standard warranty	6-year extended warranty
Free repairs <sup>1</sup>	✓	✓
Free loaner unit during maintenance and repairs <sup>1</sup>	✓	✓
Free 1 <sup>st</sup> maintenance	✓	✓
Free 2 <sup>nd</sup> maintenance	✗	✓
	<b>Benefits of the 3-year standard warranty</b> ✓ You enjoy full cost transparency over a period of 3 years ✓ Optional extension possible (to 6 years at any time)	<b>Benefits of the 6-year extended warranty</b> ✓ You enjoy full cost transparency over a period of 6 years ✓ With the extension, you also continue to save on repair costs and costs of mandatory maintenance incurred

<sup>1</sup> Except in cases of superficial damage and damage resulting from improper use, intent, negligence, or force majeure.

# To put it simply.



## What is maintenance?

During maintenance, all product functions are extensively tested in input and output inspections. Our service technicians also perform the required software updates and technical updates at the same time. If there is imminent or already existing loss of function, the corresponding parts are replaced or repaired according to the Ottobock service directives. Maintenance also includes cleaning.

Maintenance is free of charge during the warranty period. After that, maintenance is billed based on a cost estimate on request.

**Notice:** With **Empower** we recommend performing condition-based maintenance within the first 36 months in order to ensure a proper performance of the product. In the case of a 6-year warranty, maintenance is mandatory between the 36th and 48th month. With **Meridium**, to ensure patient's safety and in order to maintain operating safety and protect the warranty, regular maintenance must be carried out upon the expiration of the maintenance interval, i.e. after 24 months. In addition, three beep signals after the battery charger is disconnected also indicate the maintenance is due.



## What are repairs?

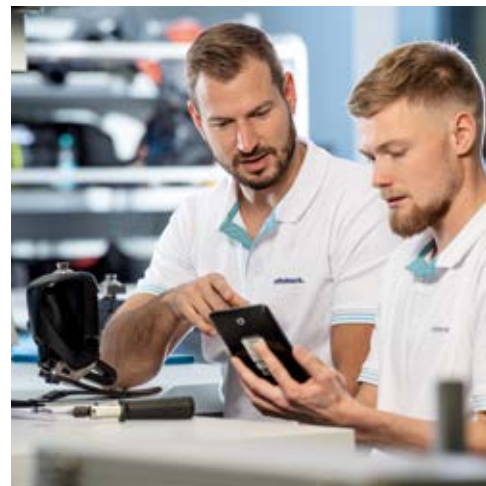
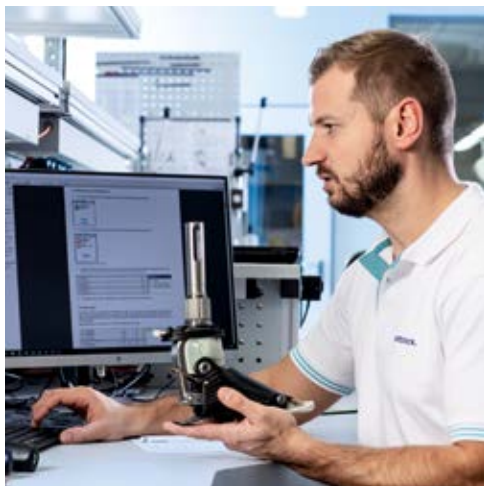
In case of a repair, our service technicians analyse the product and perform a mechanical-functional test. Affected parts are assessed and replaced or repaired according to the Ottobock service directives. In addition, incoming and outgoing inspections as well as cleaning are carried out.

Repairs are free of charge during the warranty period. After that, maintenance is billed based on a cost estimate on request. Repairs do not cover superficial damage, such as scratches indicating signs of use, and damage resulting from improper use, intent, negligence or force majeure.



## What is a loaner unit?

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





# Better with a warranty!

## **Planning reliability and cost transparency**

No matter which package you choose, you will receive a long-term maintenance plan including an overview of the costs involved. This will guarantee your planning reliability.

## **Independence and efficiency**

All 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.

## **Global validity**

Every user – whether at home, on holiday, or on a business trip – can turn to a nearby Ottobock subsidiary, Service Center or clinic should any problems arise. The Ottobock warranty is valid all over the world.

## Reasons for Ottobock Service.

We advise you personally on both maintenance and repairs, and assist you in case of questions and problems. Our experienced professional service technicians examine your specific reason for sending in the product. They provide you with recommendations and information about technical updates or software updates that have been made and inform you about all measures taken. With the Ottobock warranty, your users are safe on the go and the product is always technically up-to-date.

## We provide you with a complete package.

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

# Ottobock terms and conditions of the manufacturers' warranties – mechatronic prosthetic feet.

Manufacturer	Product	Standard warranty at the time of product purchase (years)	Extended warranty to 6 years can be purchased...		Free maintenance in the following month(s):		Free condition-based maintenance, no later than in the following month(s) – NA only (except Mexico):		Free loaner unit during maintenance and repairs <sup>1</sup>	Components covered by the warranty	Grace period for maintenance (months)
			...at the time of product purchase	Warranty extension from 3 to 6 years... within the first 36 months following the product purchase	Standard warranty 3 years	Extended warranty 6 years	Standard warranty 3 years	Extended warranty 6 years			
Otto Bock Healthcare Products GmbH	Meridium (1B1-2)	3 SP-1B1-2=3	✓ SP-1B1-2=6	✓ SP-1B1-2=3+3	24	24/48	-	-	✓	<ul style="list-style-type: none"> <li>Prosthetic feet excl. footshell and set of cover caps</li> <li>Battery charger and power supply</li> </ul>	-1/+2
Otto Bock Healthcare LP	Empower (1A1-1)	3 SP-1A1-1=3	✓ SP-1A1-1=6	✓ SP-1A1-1=3+3	-	-	36	36/48	✓	<ul style="list-style-type: none"> <li>Ankle and carbon foot excl. footshell</li> <li>Battery charger and power supply</li> <li>Battery (warranty limited to 1 year)</li> </ul>	-1/+2

<sup>1</sup> Except in cases of superficial damage and damage resulting from improper use, intent, negligence, or force majeure.

- All times are based on the date of delivery by Ottobock to the O&P professional, in accordance with the delivery note.
- The maintenance services mentioned above are necessary to ensure the continuity of the warranty.
- Please make sure that you specify the corresponding order number when purchasing a warranty package.

## Meridium Warranty terms and conditions

The Ottobock product manufacturer (“Ottobock”) provides a manufacturer’s warranty for certain components of the purchased product (“Object of the Warranty”), both of which are listed in the table above, under the terms and conditions set forth herein.

### 1. Claimant

The present warranty applies to the original buyer purchasing the product from a sales company of the Ottobock Healthcare group (“Ottobock Sales Company”) for the benefit of the user provided for (“Buyer”). The Buyer and the first-time user are entitled to assert warranty claims. The warranty cannot be transferred to a third party.

### 2. Standard warranty

For the Object of the Warranty, Ottobock provides a Standard warranty for a period of three (3) years from the date of delivery by Ottobock to the Buyer in accordance with the delivery note.

#### 2.1 Extended warranty

In addition to the standard warranty (3 years), the Buyer may purchase a warranty for an extended period of six (6) years, either (i) together with the purchase of the product or (ii) by the end of the term of the standard warranty.

The prerequisite for (ii) is the proper performance of mandatory maintenance in accordance with Clause 3.3.

### General information on the warranty

- Unless stipulated otherwise, all periods commence on the date of delivery by Ottobock to the Buyer (as per the delivery note).
- Where permitted by law, any liability on the part of Ottobock, particularly for damage caused by the failure to observe required maintenance intervals as well as for all indirect, secondary or consequential damage, shall be excluded.
- Wear and tear parts not expressly covered by the warranty are excluded from such warranty.
- Any costs accruing in connection with the assertion of warranty claims, including but not limited to any travel charges or other expenses, are not covered by this warranty.
- Any warranty claims must be asserted as soon as possible, but no later than within thirty (30) days of the warranty event’s occurrence. Claims, including descriptions of the defect, shall be addressed to Ottobock, an Ottobock Sales Company or an Ottobock authorised service partner (“Authorised Service Partner”). Ottobock will attempt to inform the submitting party as soon as possible if there is no warranty event in the reasonable assessment of Ottobock.

### 3. Warranty extent and scope

The present warranty covers defects in materials or workmanship and/or functional failures of the Object of the Warranty. Typical and customary wear and tear is not covered by this warranty.

#### 3.1 Repair or replacement

If a warranty event applies, Ottobock will, at its own discretion, repair the Object of the Warranty or replace defective parts with replacement parts.

- Ottobock may 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, with title in such parts passing to Ottobock.
- As for parts repaired or replaced under this warranty, Ottobock provides a new warranty from the time of the repairs or replacement until the end of the purchased warranty.

#### 3.2 Loaner unit

If so requested, Ottobock will supply a loaner unit, if and where available. The provision of a loaner unit is free of charge

- (a) in the case of a justified warranty event for the duration of the repairs or until a new unit has been provided and for the respective shipping times and/or
- (b) if it is determined that this is not a justified warranty event, for the duration from the time that the product is sent in until the relevant notification by Ottobock.

The loaner unit shall be returned immediately following the user's re-fitting, which is to take place 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 any other agreed return period, Ottobock may charge a rental fee for each week of the delay in return, according to the terms and conditions in effect at the time.

The loaner unit shall be handled with due care and shall be reasonably protected from any potential damage. Ottobock may demand reimbursement and/or 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 unit and the return of the serviced and repaired components.

#### 3.3 Maintenance

The standard or extended warranty includes one or more free maintenance services, the due dates of which are listed in the table above. Such maintenance shall be performed by an Ottobock Service Center, an Ottobock Sales Company or an Authorised Service Partner. If such maintenance is not performed, the warranty will cease to be valid and Ottobock may invoice all costs that are incurred due to, or in connection with, the failure to carry out maintenance.

### 4. Disclaimer

The present product warranty is excluded if:

- a) the defect is not reported to Ottobock, an Ottobock Sales Company or an Authorised Service Partner within thirty (30) days;
- b) the defect is caused by a failure to comply with the instructions for use, inappropriate physical force, external influences, lack of due diligence, improper use, negligent or wilful damage, or force majeure;
- c) the Buyer, user or other third party not authorised by Ottobock 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 Ottobock);
- d) the Object of the Warranty is 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 is not or has not been carried out in a timely manner.

### 5. 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).

Jurisdiction for claims of the Buyer under this warranty shall lie with the courts at the domicile of Ottobock where the Buyer has company status under applicable laws.

### 6. Other claims

Any other existing rights and obligations in connection with the Object of the Warranty are not affected by this warranty.

#### • Manufacturer information

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

# Empower

## Warranty terms and conditions

**Otto Bock HealthCare LP (“OttoBock”)** provides a manufacturer’s warranty for the following components of the Empower prosthetic foot on the terms and conditions herein. Any services within the scope of this warranty are to be performed exclusively by OttoBock, by a foreign sales affiliate of OttoBock, or by a service partner authorized by OttoBock (“authorized service partner”).

The warranted components include:

- Empower (ankle and carbon foot)
- Battery charger
- Battery

All other components of the Empower prosthetic foot do not fall within the provisions of this warranty and may be specified separately.

A standard initial warranty pursuant to Clause 3 below applies for the components listed above to the original purchaser on behalf of the first user of this device (the “Standard Warranty”) for the periods stated in Section 2.1. To the extent an extended warranty is purchased from OttoBock or its affiliate, additional warranty terms may apply (the “Extended Warranty”). Together, the Standard Warranty and Extended Warranty are referred to as the “warranty”.

### 1. Claimant

The Standard Warranty and Extended Warranty apply to the original purchaser of this device for the benefit of the fitted user, and the purchaser is entitled to assert warranty claims... Otherwise, the Warranty cannot be transferred to a third party.

### 2. Warranty period and assertion of claims

#### 2.1 Standard Warranty Periods

OttoBock provides its Standard Warranty for a period of three (3) years on the Empower (ankle and carbon foot) and the Battery Charger, and for one (1) year on the Battery; each measured from the date of delivery by OttoBock to the purchaser according to the delivery note.

#### 2.2 Extended Warranty Periods

The purchaser can purchase the following warranty packages from OttoBock in addition to the Standard Warranty:

- 6-year warranty package  
At the time of purchase, an extended warranty package for a total period of six (6) years.
- 3 + 3 warranty package  
Alternatively, the purchaser can otherwise purchase from OttoBock, or its selling affiliate, an option to extend the 3-year Standard Warranty by an additional three (3) years by the expiration of the 36th month from the delivery of the device by OttoBock, on such terms and conditions as may be in effect at the time.
- Costs in connection with the assertion of a claim under these warranties, including any travel charges or other expenses, are not covered.

#### 2.3 General information on the standard warranty and further warranty packages

- Where permitted by law, any liability on the part of OttoBock, particularly for damage caused by the failure of purchaser to observe required maintenance intervals as well as for all secondary and consequential damage, shall be excluded.
- No warranty is provided for wear and tear parts that are not expressly included in such warranty (such as foot shell, in particular).
- Any warranty claims shall be asserted as soon as possible, but no later than within thirty (30) days of the warranty event’s occurrence. Claims, including descriptions of the defect, shall be addressed to OttoBock or an authorized service partner. OttoBock will attempt to inform the submitting party as soon as possible if there is no warranty event in the reasonable assessment of OttoBock.

### 3. Warranty extent and scope

The present warranty covers defects and malfunctions that are due to material or workmanship faults of the warranted components in this device.

#### 3.1 Repair or replacement

If a warranty event applies, OttoBock will, at its own discretion, repair or replace the defective warranted parts.

- OttoBock may use new or as-new parts for repairs or replacements.
- All parts and individual components that are replaced become the property of OttoBock.
- For parts repaired or replaced under this warranty, OttoBock provides a new warranty on such parts of two (2) years from the repairs or replacement or until the end of the applicable warranty period, whichever is later. This applies also if all of the warranted components are replaced.

#### 3.2 Loaner Unit

If requested by an OttoBock certified purchaser (the “Loaner Recipient”), OttoBock may supply a loaner unit to the Loaner Recipient, if and where available, in a warranty event. Provision of the loaner unit by OttoBock is conditioned upon:

- Loaner Recipient’s return of the loaner unit as soon as possible (no later than one week) following OttoBock’s provision of the replaced or repaired unit
- Loaner Recipient’s handling the loaner unit with due care and reasonable protection from potential damage
- Late charges or damages/reimbursement costs for damaged or lost loaner units applied by the authorized service partner according to its terms and conditions in effect at the time
- Exceptions documented with the authorized service partner separately.

If a warranty event applies, no shipping costs will be charged by the authorized service partner for the provision of the loaner unit and the return of the serviced and repaired components.

#### 3.3 Additional Services

- The following maintenance service(s) ensure a proper performance of this device: The 3-year Standard Warranty includes a free condition-based maintenance within the first 36 months, while the six-year warranty package and the extension option include one free condition-based maintenance service within the first 36 months and one free mandatory maintenance service between the 36th and the 48th months (from the date of delivery) at an authorized service partner.

### 4. Disclaimer

The present warranty is void or excluded if:

- a) the defect is not reported to authorized service partner within thirty (30) days;
- b) the defect is caused by a failure to comply with the instructions for use;
- c) the purchaser, user or another third party not authorized by OttoBock 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 OttoBock);
- d) the device is used by more than one user;
- e) no detailed description of the defect is communicated;
- f) the serial number has been removed;
- g) if the defect is due to typical and customary wear and tear or deterioration of cosmetic components, (e.g. Foot Shell);
- h) the defect is caused by incorrect use, inappropriate physical force, external influences, lack of due diligence, improper use, negligent or willful damage or force majeure.

To the extent this device has purchased outside of the United States, different warranty terms may apply, including required service intervals. Please contact your local OttoBock Sales branch for details.



**5. Applicable law and jurisdiction**

This warranty is subject to the laws of the United States of America, to the fullest extent of local laws. Notwithstanding the foregoing, separate warranty terms provided by an authorized service partner to purchaser may be enforced against such parties under their local laws and jurisdictions; provided that all claims being brought against the legal manufacturer of this device, must be brought in the United States.

**6. Other claims**

Any other existing rights and obligations in connection with the object of the warranty are not affected by this warranty.

**• Manufacturer information**

Ottobock HealthCare LP  
3820 West Great Lakes Drive  
Salt Lake City, UT 84120-7205 United States





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