

LOANER PRODUCT USE TERMS & CONDITIONS

This LOANER PRODUCT USE TERMS & CONDITIONS (these “Terms & Conditions”) is between the clinic or facility who is a customer (“Customer”) of Otto Bock HealthCare LP (“Ottobock”) entered into as of date of Customer’s receipt of a Loaner Product intended for use while a patient’s device is undergoing service or maintenance.

Ottobock offers for sale, service and maintenance orthotic and prosthetic products or devices (“Products”) that the Customer purchases and fits on its patients, and in certain cases Customer desires to be able to provide loaner Products and accessories for its or its patients’ use for a limited period of time and various reasons (“Loaner Products”), including but not limited to while such Products are being serviced by Ottobock.

Customer desires to receive Loaner Products from Ottobock and Ottobock desires to provide such Loaner Products, subject to the terms and conditions outlined below. For mutual consideration acknowledged below, Ottobock and Customer agree as follows:

1. Ownership. The Loaner Products shall at all times remain the property of Ottobock. Loaner Products cannot be kept by Customer and/or its patients and cannot be exchanged with Products in service. Customer understands that it takes on certain responsibilities herein to maintain and return the Loaner Products and to manage its patients’ use of the same.
2. Ottobock Warranty. The suitability and fit of the Loaner Product is to be determined by the Customer for its patients. Ottobock warrants that the Loaner Product will be in good and operating condition for its normal use upon its delivery to Customer. However, these Loaner Products are not represented for commercial sale and so, standard purchase limited warranties do not apply and Ottobock does not make any warranties to Customer or its patients regarding merchantability or suitability.
3. Loaner Returns. Customer shall return the Loaner Product in the same condition as upon delivery with allowance for normal wear and tear to 3820 West Great Lakes Drive, Salt Lake City, Utah 84120. Customer shall bear responsibility for fees related to repair or replacement of Loaner Product made necessary by Customer and/or its patients’ fault, misuse, or negligence.
4. **Replacement Fee. If Ottobock’s Loaner Product has not been received from the Customer within 120 calendar days of Customer’s receipt of the Loaner Product, (the “Loaner Product Term”) the Customer will be invoiced a replacement fee for the Loaner Product equal to the then current list price for the outstanding Loaner Product and related accessories, minus Customer’s then current discount for Ottobock product purchases.** Such replacement fees will only be invoiced for Loaner Products or accessories NOT returned within the Loaner Product Term. Loaner Products or accessories that are damaged will be repaired and Customer will be invoiced fees equal to cost of repairs or replacement of Loaner Product or accessories that are unusable or have been modified by the Customer. The Loaner Product Term shall be temporarily paused on the date patient’s product arrives at Ottobock’s facility and is actively being repaired. The Loaner Product Term will un-pause on the date the patient’s product is shipped back to the Customer. **For the avoidance of doubt, the Loaner Product Term does not pause for any period of time Ottobock is waiting a decision on an outstanding repair or service estimate.**
5. Customer Representation. Customer will properly maintain and care for the Loaner Product. Customer will use its reasonable best efforts to return the Loaner Product within 30 days of Customer’s receipt of patient’s serviced Product from Ottobock. Customer will provide appropriate documentation to its patients to explain the loaned nature of the Loaner Products and the patients’ obligations to return them to Customer.
6. Loaner Product Loss, Damage and Fees. Customer must report any material damage, loss or destruction of Loaner Product to Ottobock in writing within forty-eight (48) hours of receipt or knowledge of such occurrence. Customer is responsible for the Loaner Product replacement fees in accordance with these terms and conditions. Customer acknowledges and accepts that these Loaner replacement fees shall be applied to and invoiced under its customer account with Ottobock in the ordinary course of business.
7. Limitation of Liability. Customer understands there are inherent risks in using a Loaner Product that is not for sale. In consideration for being permitted to borrow and use the Loaner Product, Customer hereby agrees to assume all risk, including claims, suits, actions, damages, and liabilities, resulting from the use of Loaner Product, on behalf of itself and its patients and end-users of the Loaner Products.
8. Interactions with Healthcare Professionals. By borrowing this Loaner Product, Customer warrants that Ottobock is in no way inducing or referring Customer to prescribe, refer or recommend Ottobock Products.

By accepting and using the Loaner Product, Customer hereby agrees to these Terms & Conditions.