



college park

## LIMITED WARRANTY ENDO COMPONENTS

College Park Industries, Inc., a Michigan corporation at 27955 College Park Drive, Warren, MI 48088 ("Company") hereby provides its Limited Warranty for each of the various types of endoskeletal components which it sells. 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 length of the Limited Warranty Period is 3 years.

**LIMITED WARRANTY.** This limited warranty covers all components and is not transferable.

**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 30 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 replaced, due to a defect in workmanship or materials, a Return Authorization Number (RA#) is required, which is obtained by calling College Park's Customer Service Department at 800-728-7950. The original order date, patient name and weight must be included with the component.

**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).

**FORCE MAJEURE.** This Limited Warranty will not apply if a failure(s) of the component 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 component other than in accordance with the Company's

written instructions, (h) 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, (i) improper installation of the component, (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 or (o) 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:** We stand behind our quality endoskeletal components and are committed to your complete satisfaction. We give a 3 year workmanship guarantee on all our components. Returns require a Return Authorization Number (RA#) which is obtained by calling College Park's Customer Service Department at 800-728-7950. If the component shows signs of mounting, the return will not be accepted and credit will not be issued. A restocking fee of 20% will be applied to orders returned without an RA#.

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