

Motion Foot® SLX Terms and Conditions



Fillauer LLC ("Fillauer") warrants to the original user that its Motion Foot® SLX hydraulic foot (the "Foot") is free from defects in workmanship and material, commencing with the original date of purchase and for a period of three years thereafter. This limited warranty remains in force for the above time period only if all of Fillauer's operational and warranty procedures are followed and recommended maintenance is performed.

Limited Warranty

This limited warranty covers all components of the Foot, including springs, hydraulic units, heel bumpers, and fasteners, but NOT the Spectra socks or foot shells. Foot shells will be covered against manufacturer defects for a period of six (6) months from the original date of purchase. For refurbished products, the limited warranty period is ninety (90) days from the original date of purchase. For replacement parts, the limited warranty period will be the remainder of the original warranty period, or ninety (90) days from the date of replacement, whichever is greater. This limited warranty extends only to the original user and is not transferable.

Conditions

Upon discovery of a possible defect, the patient shall immediately notify and return the Foot to a prosthetist authorized by Fillauer ("Authorized Prosthetist"), and, within 60 days from discovery, shall notify Fillauer in writing, therein describing all current claims that the patient may have with respect to the Foot and/or any of its components and accessories. The Authorized Prosthetist shall undertake, with the patient, to process the claim with Fillauer. 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 Foot needs repair or replacement, due to a defect in workmanship or material, a Return Authorization Number (RA#) is required, which is obtained by calling Fillauer's Customer Service Department. The serial number, original order date, patient identifier, and current weight must be included with the Foot.

Repairs/Replacement

The Foot will either be repaired or replaced at Fillauer's discretion. The repaired or replacement Foot will continue to be covered under this limited warranty for the remaining duration of the warranty period that commenced on the date of purchase. The right to have a defective Foot repaired or replaced shall constitute the patient's sole and exclusive remedy for breach of this limited warranty. This limited warranty does not apply to ordinary wear and tear. No warranty or other liability is provided or accepted by Fillauer including those otherwise arising for prosthetic services such as fitting, adjusting or maintaining the Foot, or for any other acts or omissions by the Authorized Prosthetist or any other prosthetist.

Exclusions

This limited warranty will not apply if a failure(s) of the Foot is attributable to (a) accident, (b) misuse, (c) neglect, (d) abuse, (e) improper installation of the Foot, (f) failure to strictly comply with Fillauer's technical and operating instructions, (g) use of the Foot for applications beyond its design specifications, (h) use of the Foot for purposes other than those described in its current product literature, (i) modification or alteration to any component of the Foot other than in accordance with Fillauer's written

instructions, (j) exposure of the Foot to fire, corrosive materials such as salt water and PH extremes, or to other conditions beyond the environmental and operating constraints specified by Fillauer, (k) anatomical, physiological and/or volumetric changes in the patient, (l) use of the Foot by anyone other than the original user, or (m) failure to follow recommended inspection and maintenance schedules. The patient should follow technical instructions for proper use of the Foot in water.

Limitation of Liability

This limited warranty may not be modified except pursuant to a written agreement signed by fillauer. In no event shall fillauer be liable for any indirect, incidental, or consequential damages in connection with the use of the foot. These damages include, without limitation, loss, damage, or expense attributable to loss of use of the foot, loss or damage to property other than the foot, loss of expected income, loss from business disruption, or other commercial or personal loss due to any cause, even if fillauer has been advised of the possibility of such damages, in connection with the foot, or any use of the foot.

Disclaimer

The foregoing warranty is in lieu of all other warranties express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose and any implied warranty from course of dealing or usage of trade, each of which is expressly disclaimed. There are no warranties, guarantees, agreements or similar obligations of fillauer that 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.

Hydraulic Demo Program

Motion Foot® SLX can be trialed by the patient for 30 days at no charge. If a patient is unsure and would like to try the foot before purchase, a DEMO foot may be ordered that will be assembled to reflect the patient's weight and activity level but must be returned within 30 days.

Patient Satisfaction

Because the Motion Foot® SLX Demo is available, the Foot may only be returned if in saleable condition within 60 days of purchase. A 10% restocking fee will be charged for minor cosmetic damage. Damage that cannot be repaired will be charged at the full price of the Foot.

Hydraulic Returns Program

In the case of a hydraulic foot return requesting repair or replacement, if the original foot is over six (6) months old, the hydraulic ankle unit on the foot returned to you may be a refurbished unit. All refurbished units go through a re-certification process.



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