**LIMITED WARRANTY**

Össur warrants to the original purchaser that **POWER KNEE** is free from defects in materials and workmanship. This warranty does not apply if **POWER KNEE** (1) was not purchased from Össur or its authorized dealer, (2) has been altered in any way, (3) has not been used in accordance with Össur’s Instructions for Use (IFU), or (4) has not been maintained as outlined in the Maintenance Requirements section of this Limited Warranty. This Limited Warranty does not cover damage due to accidents, neglect, misuse, or operation beyond capacity, parts damaged by improper installation, substitution of parts not approved by Össur, or any other alteration or repair by other that, in Össur’s judgment, materially or adversely affects the **POWER KNEE** or any part thereof. This Limited Warranty does not apply to **POWER KNEE**’s software components, cables and plugs included in the product packaging, or any test or sample products. This Limited Warranty does not apply to any **POWER KNEE** from which the serial number and/or data sticker has been removed, changed or obliterated.

**WARRANTY PERIOD**

Össur offers two warranty packages for **POWER KNEE**:
- **36 months** limited warranty
- **60 months** limited warranty

**AREA OF VALIDITY OF THE WARRANTY**

Össur’s sole obligation under this Limited Warranty is to either repair or replace the **POWER KNEE** at no charge, or to credit the original purchaser’s account for the value of the **POWER KNEE** at Össur’s sole discretion. Use of the **POWER KNEE** is not a guarantee against injury.

The user of **POWER KNEE** (User) should consult with his/her health care provider immediately if user experiences any kind of adverse medical reaction following use of **POWER KNEE**. User should consult with his/her health care professional with any questions as to how **POWER KNEE** applies to user’s specific medical condition. If user does not agree to the above conditions, he/she should contact his/her health care professional before using **POWER KNEE**.

**SCOPE OF THE WARRANTY**

Össur disclaims and excludes any other express or implied warranties not set forth in this Limited Warranty, including but not limited to warranties of merchantability or fitness for a particular purpose. This Limited Warranty excludes liability for any personal injury, property damage, or special, incidental, or consequential damages arising out of, related, or incident to use of **POWER KNEE**, even if Össur has been advised of the possibility of such potential loss or damage, unless state law otherwise precludes this exclusion.

**REPORTING WARRANTY CLAIMS AND RETURNING PRODUCTS**

To obtain the benefits of this limited warranty, any suspected defect must both be reported to Össur and the affected **POWER KNEE** must be sent to Össur within 30 days of the defect having occurred within the Warranty Period.
MAINTENANCE REQUIREMENTS

- In the case where the original purchaser has purchased 36 months warranty package: **power knee** must be sent to ÖSSUR for maintenance within 20 months from the date of delivery to the original purchaser in order to be eligible for warranty consideration.
- In the case where the original purchaser has purchased a 60 months warranty package: **power knee** must be sent to ÖSSUR for maintenance within 20 months and within 40 months from the date of delivery to the original purchaser to be eligible for 60 month warranty consideration. Noncompliance with either time period listed in these Maintenance Requirements shall render this Limited Warranty null and void. The postmark attesting to the date of mailing of **power knee** shall be decisive for establishing compliance with these time limits and all other time limits set forth in this Limited Warranty.

POWER KNEE RETURNS

When returning a **power knee** to Össur for any reason specified in this Limited Warranty, the entire **power knee** must be returned in the original packaging to ensure safe transport. The **power knee** shall be sent to Össur by the sender at the sender's risk, and Össur therefore recommends that appropriate transport insurance be taken out by the customer. Össur will, however, bear the costs of transport of **power knee** back to the sender.

For **power knee** returns made to comply with the Maintenance Requirements, upon request and subject to availability, Össur will send a loaner **power knee** to the User’s health care provider free of charge for the duration of the maintenance period. The loaner **power knee** must be requested at least 6 weeks before return of the user’s **power knee** to Össur. For **power knee** returns outside of regular Maintenance Requirements, Össur will send a loaner **power knee** to the user’s health care provider as soon as possible and free of charge for the duration of the maintenance period. The loaner **power knee** must be returned to Össur not later than 7 days after the serviced **power knee** has been returned. Össur reserves the right to charge a fee for each day the loaner **power knee** is retained past the 7 day time limit.

Upon return of the serviced **power knee**, Össur will remind the customer of the obligation to return the loaner joint within the stipulated time period. Failure to return the loaner **power knee** within the stipulated time period will be construed by Össur as a statement of customer’s intent to purchase the loaner **power knee** unless Össur receives an explicit statement to the contrary from the customer.

Any complaints and returned products under the terms of this limited manufacturer’s warranty must be made/sent to the following address; any queries can be submitted through the phone number given below:

Össur Americas
27051 Towne Centre Drive
Foothill Ranch, CA 92610, USA
Tel: +800 233 6263
Fax +1 949 362 3888
ossurusa@ossur.com