
Terms of warranty

LIMITED WARRANTY

Össur warrants to the original purchaser that RHEO KNEE 3 is free from defects in materials and workmanship. This warranty does not apply if RHEO KNEE 3 (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 than, in Össur's judgment, materially or adversely affects the RHEO KNEE 3 or any part thereof. This Limited Warranty does not apply to RHEO KNEE 3'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 RHEO KNEE 3 from which the serial number and/or data sticker has been removed, changed or obliterated.



WARRANTY PERIOD

Össur offers two warranty packages for RHEO KNEE 3:

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 RHEO KNEE 3 at no charge, or to credit the original purchaser's account for the value of the RHEO KNEE 3 at Össur's sole discretion. Use of the RHEO KNEE 3 is not a guarantee against injury.

The user of RHEO KNEE 3 (User) should consult with his/her health care provider immediately if user experiences any kind of adverse medical reaction following use of RHEO KNEE 3. User should consult with his/her health care professional with any questions as to how RHEO KNEE 3 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 RHEO KNEE 3.

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 RHEO KNEE 3, even if Össur has been advised of the possibility of such potential loss or damage, unless state law otherwise precludes this exclusion.

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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 RHEO KNEE 3 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 a 60 months warranty package: RHEO KNEE 3 must be sent to ÖSSUR for maintenance between months 36 and 40 from the date of delivery to the original purchaser to be eligible for 60 month warranty consideration. Noncompliance with the time period listed in these Maintenance Requirements shall render this Limited Warranty null and void. The postmark attesting to the date of mailing of RHEO KNEE 3 shall be decisive for establishing compliance with these time limits and all other time limits set forth in this Limited Warranty.

RHEO KNEE 3 RETURNS

When returning a RHEO KNEE 3 to Össur for any reason specified in this Limited Warranty, the entire RHEO KNEE 3 must be returned in packaging to ensure safe transport. The RHEO KNEE 3 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 RHEO KNEE 3 back to the sender.

For RHEO KNEE 3 returns made to comply with the Maintenance Requirements, upon request and subject to availability, Össur will send a loaner RHEO KNEE 3 to the user's health care provider free of charge for the duration of the maintenance period. The loaner RHEO KNEE 3 must be requested at least 6 weeks before return of the user's RHEO KNEE 3 to Össur. For RHEO KNEE 3 returns outside of regular Maintenance Requirements, Össur will send a loaner RHEO KNEE 3 to the user's health care provider as soon as possible and free of charge for the duration of the maintenance period. The loaner RHEO KNEE 3 must be returned to Össur not later than 7 days after the serviced RHEO KNEE 3 has been returned. Össur reserves the right to charge a fee for each day the loaner RHEO KNEE 3 is retained past the 7 day time limit.

Upon return of the serviced RHEO KNEE 3, Össur will remind the customer of the obligation to return the loaner joint within the stipulated time period. Failure to return the loaner RHEO KNEE 3 within the stipulated time period will be construed by Össur as a statement of customer's intent to purchase the loaner RHEO KNEE 3 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