



LIMITED WARRANTY / FEET

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 prosthetic feet which it sells, *i.e. Accent®*, *Breeze®*, *Celsus®*, *Horizon® HD*, *Horizon® LT*, *Odyssey^{K2}®*, *Odyssey^{K3}®*, *Onyx®*, *Sidekicks®*, *Soleus®*, *Tempo®*, *Tribute®*, *Truper®*, *Trustep®*, *Venture®* and *Velocity®* (each unit being a “Foot”). The Company, as set forth below, hereby provides its limited warranty, to the Foot’s original user, that the Foot is free from defects in materials and workmanship. The length of the Limited Warranty Period varies depending on the type of Foot and patient’s weight as summarized in the Product Chart (right).

LIMITED WARRANTY. This limited warranty covers all components of the Foot, including bones, bumpers, bushings, bolts and screws, but does NOT include the Socks, Sealing Boots, Exo Blocks or other accessories which will be replaced at the sole discretion of the Company. Foot Shells will be covered against manufacturer defects for a period of six (6) months. For refurbished products, the limited warranty period is ninety (90) days. For replacement parts, the limited warranty period will be the remainder of the original warranty period, or ninety (90) days, whichever is greater. This Limited Warranty 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 Foot 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 60 days from discovery, shall notify the Company 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. 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 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 Foot.

| Foot Type | Patient’s Maximum Permitted Accumulated Weight ¹ (per size group) | | Limited Warranty Period ² |
|-----------------------|--|-------------------------------|--------------------------------------|
| Accent | 21-24cm | 220 lbs (100 kg) | Two (2) Years |
| | 25-28cm | 250 lbs (113 kg) | |
| Breeze | 21-25cm | 220 lbs (100 kg) | Two (2) Years |
| | 26-30cm | 275 lbs (125 kg) | |
| Celsus | 21-24cm | 220 lbs (100 kg) | Two (2) Years |
| | 25-30cm | 300 lbs (136 kg) | |
| Horizon HD | 21-25cm | 330 lbs (150 kg) | Three (3) Years |
| | 26-30cm | 365 lbs (166 kg) | |
| Horizon LT | 21-30 cm | 220 lbs (100 kg) | Three (3) Years |
| Odyssey ^{K2} | 21-24cm | 220 lbs (100 kg) | Two (2) Years |
| | 25-30cm | 300 lbs (136 kg) | |
| Odyssey ^{K3} | 21-30cm | 275 lbs (125 kg) | Three (3) Years |
| Onyx | 21-30cm | 250 lbs (113 kg) | Three (3) Years |
| | 25-30cm | 275 lbs (125 kg) ³ | |
| Sidekicks | ONE SIZE | 275 lbs (125 kg) | Two (2) Years |
| Soleus | 21-24cm | 220 lbs (100 kg) | Three (3) Years |
| | 25-26cm | 250 lbs (113 kg) | |
| | 27-30cm | 275 lbs (125 kg) | |
| Tempo | 21-24cm | 300 lbs (136 kg) | Two (2) Years |
| | 25-30cm | 330 lbs (150 kg) | |
| Tribute | 21-30cm | 220 lbs (100 kg) | Two (2) Years |
| Truper | 16-18cm | 100 lbs (45 kg) | One (1) Year |
| | 19-21cm | 132 lbs (60 kg) | |
| Trustep | 22-31cm | 300 lbs (136 kg) | Three (3) Years |
| Trustep | 22-31cm | 352 lbs (160 kg) | Eighteen (18) Months |
| Venture | 21-30cm | 250 lbs (113 kg) | Three (3) Years |
| | 25-30cm | 275 lbs (125 kg) ³ | |
| Velocity | 25-26cm | 250 lbs (113 kg) | Three (3) Years |
| | 27-30cm | 275 lbs (125 kg) | |
| Foot Shells | ALL SIZES | NA | Six (6) Months |

(1) Foot is intended for use by patients within the specified *Maximum Permitted Accumulated Weight* (the patient’s body weight plus any lifted or supported weight). The Limited Warranty does not apply when a Foot failure is attributable to a patient bearing more than the permitted amount. **(2)** Commences on original date of purchase. **(3)** LOW IMPACT ONLY.

LIMITED WARRANTY (continued)

REPAIRS/REPLACEMENT. The Foot will either be repaired or replaced at the Company's option. 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. Unless otherwise specified at the time of replacement, replacement parts, not otherwise covered by this Limited Warranty, will have a 90 day limited warranty, commencing on the Company's shipment date, subject to the same limitations as are set forth in this Limited Warranty.

This Limited Warranty does not apply to ordinary wear and tear, except for bumpers and bushings which will be replaced by the Company during the Limited Warranty Period regardless of reason for repair or replacement. No warranty or other liability is provided or accepted by the Company including those otherwise arising for prosthetic services such as fitting, adjusting or maintaining the Foot, or for any other acts of omission or commission by the Recognized Prosthetist or other prosthetist.

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 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 the Company has been advised of the possibility of such damages, in connection with the Foot, or any use of the Foot (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 Foot 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 Foot other than in accordance with the Company's written instructions, (h) exposure of the Foot 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 Foot, (j) failure to follow the most current Gait Matching Guidelines that may result in inappropriate component selection (k) failure to satisfy the pre-conditions or other requirements contained herein, (l) failure to strictly comply with the Company's instructions including its Technical Instructions, (m) 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, (n) use

by anyone other than the original user; (o) failure to follow recommended inspection and maintenance schedules or (p) any other applicable reason.

**With the exception of the Breeze, Sidekicks, and Soleus feet. Follow technical instructions for proper use in water.*

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, ADJUSTMENTS, CREDITS. We stand behind our quality products and are committed to your complete satisfaction. We deliver all our prosthetic feet with a "60 Day Satisfaction Guarantee". If you are dissatisfied with a College Park foot for any reason, it may be returned within 60 days of the original invoice date for alteration, refabrication, replacement, refund or credit. All returns require a Return Authorization Number (RA#), which is obtained by calling College Park's Customer Service Department at 800-728-7950. This guarantee does not cover customer ordering errors. A restocking fee of 20% will be applied to orders returned without an RA#.

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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