



LIMITED US WARRANTY

For purposes of warranty, the “Customer” is defined as the entity that Coapt, LLC (“Coapt”) has invoiced for the Coapt component(s) (“Items”). The 2 Year Limited Warranty only applies to Items sold to the Customer by Coapt or an authorized distributor. For an integrated prosthetic system consisting of products or components purchased from both Coapt and other suppliers/manufacturers, in the event that such a system is sent into Coapt for warranty review, if it is found during evaluation the reported problem(s) is associated with a product or component not supplied by Coapt, a “Non-Warranty Evaluation Charge” may be invoiced to the Customer.

Coapt warrants its Items will be free from defects in material and/or workmanship for a period up to two (2) years. In the absence of a prompt notice from the clinician regarding a delay in fitting the patient, Coapt will set the Limited Warranty start date at 30 days after the shipping date. The Limited Warranty becomes null and void if complete payment is not made within the terms specified under Items’ Payment Terms.

This Limited Warranty covers all defects incurred in the clinically-prescribed use of the Items and does not cover: a) loss or damage due to theft, fire, flood, acts of nature or damage otherwise deemed intentional or abusive; b) damage due to failure to follow operating and installation instructions; c) damage incurred by malfunction or improper use of 3rd party components including leaking, damaged or malfunctioning batteries and cabling; d) use in a way not recommended by the manufacturer/distributor; e) Items serviced or modified by an entity other than Coapt (if the service or modifications are in any way related to the problem or defect); f) substitution of parts not approved by Coapt; g) any alteration or repair that, in Coapt's judgment, materially or adversely affects the Items. Damage as the result of normal wear and tear which does not materially affect the function of the system is not covered.

Any warranty claim shall be reported to Coapt immediately upon discovering the defect. The defective Items must be returned to Coapt or any other Coapt authorized representative. In returning the Items for repair, the Items must be delivered in packaging offering a sufficient degree of protection. The Items must be accompanied by written evidence of the date of purchase, such as invoice. Coapt will not be responsible for any loss or damage in connection with the return of the Items.

The warranty on repaired or replaced Items will be ninety (90) days or until the end of the original warranty, whichever is longer. Coapt will, at its option, repair, replace, or upgrade defective Items returned within this Limited Warranty Period. It is the Customer’s responsibility to adhere to all Federal and State mandated shipping policies, especially regarding shipments including Lithium-Ion Batteries. Items covered by this Limited Warranty will be repaired, replaced, or upgraded in the United States by Coapt representatives, without charge. Coapt will return the Items to the Customer via UPS ground service or using any comparable carrier. Requests for expedited returns of warranty repairs will be at the expense of the customer or covered by Coapt.

THE FOREGOING LIMITED WARRANTY IS COAPT'S ONLY WARRANTY WITH RESPECT TO THE ITEMS AND COAPT MAKES NO OTHER WARRANTY WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, REGARDING THE ITEMS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This Limited Warranty gives the consumer specific legal rights. The consumer may also have other legal rights which vary from state to state in the U.S., if so some of the above limitations may not apply. If it is determined by a court of competent jurisdiction that a certain provision of this Limited Warranty does not apply, such determination shall not affect any other provision of this Limited Warranty and all other provisions shall remain in effect. This Limited Warranty is given by Coapt, with respect to Items purchased from Coapt in the United States.

