

TOUCH BIONICS LIMITED WARRANTY FOR i-LIMB HANDS NORTH AMERICA (USA, CANADA AND MEXICO)

Touch Bionics warrants that the i-LIMB Hand will conform to its specifications and be free of defects in material and/or workmanship for fifteen (15) months from **the date of Touch Bionics invoice for the i-LIMB Hand. This Limited Warranty applies only to an i-LIMB Hand** furnished by Touch Bionics or an affiliate or from a prosthetic facility authorized by Touch Bionics to furnish i-LIMB Hands. Affiliate means any company controlling, controlled by, or under common control with Touch Bionics. This Limited Warranty applies to all components including but not limited to fixtures, motors, bearings, and electronics of the i-LIMB Hand for the same fifteen (15) month period. This Limited Warranty is governed by UK law or the law applicable in the particular involved jurisdiction, and this warranty is not transferrable.

WARRANTY:

Touch Bionics reserves the right to credit, repair or replace "in-warranty" i-LIMB Hands at its option. All labor costs for warranty services performed by Touch Bionics are the responsibility of Touch Bionics. The warranty on repaired or replaced i-LIMB Hands will be ninety (90) days or until the end of the original warranty, whichever is longer. If required, replacements will be new products. For "out-of-warranty" i-LIMB Hands, Touch Bionics may repair the product or offer a new i-LIMB Hand. Call Touch Bionics for details.

The wearer shall report any defect claim to Touch Bionics directly or to the facility that furnished the i-LIMB Hand immediately upon discovering the defect, and, in any event, within the warranty period. The defective i-LIMB Hand must be returned to a Touch Bionics clinic or any other Touch Bionics authorized representative. Call Touch Bionics at (800) 208-7546 to find the nearest location. The unit must be in assembled condition and including an approved covering when returned.

The warranty is void if the i-LIMB Hand is subjected to abuse, neglect, alteration, modification, improper repair and/or maintenance when performed by anyone other than Touch Bionics or an affiliate, an accident or other abnormal, extensive use or in a manner not specified by Touch Bionics. Damage as the result of normal wear and tear including the result of fatigue is not covered during the warranty period. Damage resulting from installation of parts and accessories not compatible with the i-LIMB Hand by anyone other than Touch Bionics or an affiliate is not covered, including the

use of a non-TB battery. The warranty is void if damaged covers are not replaced or repaired in a timely manner by a Touch Bionics cosmetics facility or another facility authorized by Touch Bionics, or if an approved cosmetic covering is not worn at all times when the i-LIMB Hand is being worn.

THIS IS THE EXCLUSIVE REMEDY UNDER THIS WARRANTY. ANY AND ALL OTHER REMEDIES THAT MAY OTHERWISE BE APPLICABLE ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNATIVE DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS IS THE ONLY WARRANTY MADE BY TOUCH BIONICS ON ITS i-LIMB HAND AND COMPONENTS, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. ANY WARRANTIES THAT MAY OTHERWISE BE IMPLIED BY LAW INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

This Limited Warranty gives the consumer specific legal rights. The consumer may also have other legal rights which vary from country to country, and from state to state in the U.S. Some countries, and states may not allow the exclusion or limitation of incidental or consequential damages or warranties, so the above limitations or exclusions may not apply to you. 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.

PERFORMANCE PROTECTION PLAN

As well as the standard 15-month warranty provided with the i-LIMB Hand, there is the option to purchase the Performance Protection Plan, which must be purchased within 15 months of the initial purchase of the i-LIMB Hand.

The Performance Protection Plan extends the warranty coverage for up to two additional years.

Performance Protection Plan details are available from your local Touch Bionics sales representative.