

# Terms and Conditions

## Terms of Sale

Otto Bock HealthCare LP (Ottobock) offers a 1% prompt pay discount if the customer pays an invoice within 15 days; all invoices are due and payable within 30 days (net 30) of the invoice date. Payment must be in U.S. dollars. We accept the following charge cards for immediate payment: Visa®, MasterCard®, American Express®, Discover®, and ACH payments. Credit card payments may incur a surcharge.

Ottobock reserves the right to alter product design, specifications, materials and prices without prior notice.

## New Accounts

To establish an account with Ottobock an online credit application needs to be completed. Until a line of credit has been established, new orders can be shipped out on a prepay basis: Credit Card or ACH. As noted in the Terms of Sale Ottobock accepts several forms of immediate payment for new and existing customers. Please contact the Credit Department at 800-328-4058 for more information.

## Past Due Accounts

Ottobock reserves the right to suspend shipments if any portion of an account becomes past due, unless satisfactory arrangements have been made with the Credit Department. Past due account can result in closure of existing line of credit.

## Service Charges

Past due amounts are subject to a 0.83% service charge per month. If a payment is returned non-sufficient funds "NSF", you will be charged an administration fee of \$40.00.

A surcharge for applicable tariff fees and/or credit card processing fees incurred by Ottobock may be charged to customers. Any such surcharge fees shall be itemized on the invoice.

## Collection Agency Fees

If a customer's account is placed with an outside collection agency, the customer will be responsible for any collection fees and attorney fees.

## Shipping

All Ottobock products are shipped F.O.B. (Freight on Board) from Ottobock, meaning that once a shipment leaves the Ottobock facility, it is the customer's responsibility. The customer may select a specific shipment method. If no method is specified by the customer, Ottobock will make the selection. Except for Flat Fee shipping programs offered by Ottobock, Customers will be charged a shipping fee equal to the shipper's published rate for that method plus an allocation of surcharges applied by shipper.

## Open Order Policy

For large orders for which we do not have sufficient material to ship complete, it is our policy to ship partial quantities and back order the balance for shipment at a later date. If you require a single shipment, please indicate "ship complete" on your purchase order.

## Damaged Goods

Once a shipment from Ottobock is accepted by the shipping company the risk of loss shifts to the customer and the customer is then responsible for filing any necessary claims. Please inspect shipments for damage BEFORE signing for the delivery. If the customer receives damaged goods, he/she should immediately contact the local representative of the shipping company to submit a claim of damaged goods.

## Ottobock Return Policy

All items being returned to Ottobock require a Return Authorization Number (R.A. #), which is obtained by calling Customer Service at 800 328 4058. No returns, including custom fabrication jobs, will be accepted after 90 days. No returns will be accepted without an R.A. #.

You will need to provide the following information when requesting an R.A. #:

- Company name
- Account number
- Invoice number
- Reason for the return
- A part number, description, and quantity for the item(s) being returned

All items being returned to Ottobock should be shipped to:

Ottobock  
3820 W. Great Lakes Drive  
Salt Lake City, UT 84120  
800 328 4058

When an R.A. # is issued between 0 and 60 days of purchase, no fees will be

assessed for items returned in new, resalable, and complete condition. When the R.A. # is issued between 61 and 90 days of purchase, the customer will be assessed the greater of a minimum restocking fee of \$50 OR 15% of product price up to a maximum of \$150, for those items returned in new, resalable, and

complete condition. Please note the issuing of an R.A. # does not guarantee a credit and that all returned items will go through an evaluation process to determine if they are in resalable condition.

Products determined to be damaged, soiled, or missing pieces (including packaging or literature) will be either issued partial credit or returned to the customer depending on the degree of effort required to return product to resalable condition. Account credits of any kind (return goods, overpayments, duplicate payments) are valid and will be applied to open invoices at the direction of the customer. R.A. #'s are only valid for 30 days from the date of issue.

## Special Order Products

Ottobock will not provide cash refund or account credit for any special order items. Special order items are products that are not stocked in our North American operation's Distribution Center.

## 60-Day Satisfaction Guarantee on Custom Products

Ottobock offers a 60-Day Satisfaction Guarantee for the following custom-made products:

- Custom made-to-order carbon fiber feet
- Devices custom fabricated by Ottobock Fabrication Services

Ottobock guarantees that the above-mentioned products sold to the original purchaser will be fabricated as requested by the customer. If for any reason, within the first 60 days of delivery, the customer is not completely satisfied with the product, it may be returned for **alteration, re-fabrication, replacement or credit** at Ottobock's sole discretion. This guarantee does not cover customer ordering errors. No cash refund will be issued for custom-made products.

## Warranty Returns

For warranty return information, please review the instructions for use accompanying the product or call Customer Service at 800 328 4058 for more information. Warranty returns are handled on a case-by-case basis at the discretion of Ottobock.

## LIMITED WARRANTY

Ottobock warrants all of its products and services, to the original purchaser, to be free from defects in materials and workmanship. This warranty applies, subject to normal wear and tear, when the products are used as intended, without unapproved modifications, following all Ottobock instructions and requirements; and when they are fitted by or under the direct supervision of certified/licensed practitioners who meet all Ottobock product-specific training requirements as needed for given products.

The duration of our Limited Warranties varies by product and service, but all are effective from the date of delivery to the end-user. When indicated, the duration of the Limited Warranty for some components may be extended when incorporated into a finished device in which all of the components are manufactured by Ottobock and installed in conformance with all Ottobock recommendations. Ottobock's sole obligation under this Limited Warranty shall be to repair, replace, or refabricate at no charge, or to refund the cost of the system or component thereof to the original purchaser, at Ottobock's sole discretion.

The specific terms and conditions of the limited warranty for the product(s) under this warranty are found at [www.ottobockus.com](http://www.ottobockus.com). This limited warranty does not cover test sockets and/or test orthoses, or damage due to accidents, neglect, misuse or operation beyond capacity, parts damaged by improper installation, substitution of parts not approved by Ottobock, any alteration or repair by others that, in Ottobock's judgment, materially or adversely affects the product, part or service.

THE EXPRESS WARRANTIES SET FORTH HEREINABOVE ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY OTTOBOCK. IN NO EVENT SHALL OTTOBOCK'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF OTTOBOCK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to the end-user or original purchaser.

Additional warranty information can be obtained by calling 800 328 4058 or viewing the Ottobock website or product/service price list.