

Warranty Conditions for the NEURO HiTRONIC Funcional Unit

Dear Customer,

You have purchased a NEURO HiTRONIC system knee joint in which a functional unit is installed. FIOR & GENTZ's servicing operations include free repair of the functional unit (if necessary) within 36 months of the system joint being purchased.

If you notice a malfunction in the functional unit of your NEURO HiTRONIC system knee joint, please contact FIOR & GENTZ's Technical Support. Once you have made an appointment, Technical Support will carry out an online analysis of the error.

The provisions listed in the latest version of the Seller's GTCs (available at: <https://www.fior-gentz.de/en/tc.html>) generally apply to the NEURO HiTRONIC system knee joint, including the functional unit.

The following provisions also apply to the functional unit of the NEURO HiTRONIC system knee joint.

A. Maintenance

1. In accordance with Section 7 (1), sentence 3, of the German Ordinance on the Installation, Operation and Use of Medical Devices (Medical Devices Operator Ordinance – MPBetreibV), the Buyer must carry out maintenance taking into account the manufacturer's specifications. These manufacturer's specifications include in particular the maintenance intervals described in the instructions for use.

B. Warranty

For a period of three years from the invoice date, instead of the warranty contained in (8) of the GTCs the Seller grants the Buyer a manufacturer's warranty for the functional unit of the NEURO HiTRONIC system knee joint that is subject to the following conditions:

1. Claimant: The original buyer is entitled to make warranty claims. Warranty claims are not transferable to third parties.
2. Warranty period: The Seller gives the warranty for the functional unit described in more detail below for a period of three years from the invoice date.
3. General warranty content: The warranty covers defects that are due to faulty material or workmanship, as well as functional failures of the functional unit. Wear parts are excluded from the warranty. The warranty also does not cover any expenses or indirect, incidental, or consequential damages.
4. Warranty conditions: A prerequisite for using the warranty service is that the Buyer has fully complied with and completely documented the manufacturer's maintenance specifications described in the instructions for use and the accompanying documentation (maintenance plan and maintenance documentation), in particular the maintenance intervals. To prove this, when applying for a warranty claim the Buyer must submit to the Seller in writing the aforementioned maintenance documentation, which in particular shows the maintenance dates and the person carrying out the maintenance in each case. Additionally, whether the warranty is granted depends on the Buyer's compliance with and complete documentation of the other necessary conditions contained in the instructions for use to guarantee a fundamentally unrestricted period of use.
5. Procedure when making a warranty claim: If the functional unit of the NEURO HiTRONIC system knee joint malfunctions, the Buyer must contact the Seller's Technical Support to arrange an appointment for an online analysis of the functional unit. If the online analysis shows that the functional unit must be sent to the Seller for repair, it must be sent to the Seller along with the accompanying documentation and complaint form. The Seller will provide the Buyer with a replacement functional unit for the repair period.
6. Warranty disclaimer: The described warranty does not apply if
 - a. the Buyer failed to report the defect to the Seller in writing within 30 days of becoming aware of the same;
 - b. the defect was caused by the Buyer failing to comply with the instructions for use and the accompanying documentation, or by negligent or intentional damage or improper use;
 - c. the defect was caused by changes, adjustments, modifications or other work on the functional unit;
 - d. the functional unit was used by more than one patient;
 - e. the Buyer did not provide the Seller with any written description of the defect when reporting the same;
 - f. the Buyer has its registered office in the USA or Canada;
 - g. the serial number on the functional unit is no longer recognisable;
 - h. the blind plugs were damaged or removed; or
 - i. the functional unit was opened.
7. Warranty services:
 - 7.1. Repair or replacement of the functional unit: If the Buyer makes a warranty claim, the Seller shall, at its own discretion, either repair the functional unit or replace it with an equivalent functional unit. Replaced functional units shall remain with the Seller and shall become the Seller's property. The warranty period for functional units repaired or replaced under this warranty does not start over from the repair or replacement date; rather, they are covered by the warranty already in effect. The costs for sending in the functional unit and, if applicable, for returning the repaired functional unit shall be borne by the Seller.
 - 7.2. Provision of a replacement functional unit during the repair: On request, the Seller will provide a replacement functional unit on loan, subject to availability. The replacement functional unit will be provided free of charge only if the Buyer has a justified warranty claim and only for the duration of the repair carried out on the Seller's premises. The Buyer must return the replacement functional unit on loan to the Seller immediately – after one week at the latest – once the patient has been provided with the repaired functional unit. Exceptions to this rule can only be agreed in writing with the Seller. If the replacement functional unit is not returned within two weeks of the repaired functional unit being returned to the patient, the Buyer is obligated to pay the Seller the price for the replacement functional unit listed in the current price list at such time the Buyer is obligated to return the unit. The replacement functional unit must be handled with care. The Seller may claim compensation for damages or loss. No transport costs will be charged for the provision of the replacement functional unit if the Buyer makes a warranty claim. The Buyer shall bear the costs of returning the replacement functional unit to the Seller.

The Seller may charge any costs incurred as a result of or in connection with failure to carry out maintenance work under the then applicable terms and conditions.

Thank you for your understanding.
Your FIOR & GENTZ team