Warranty Conditions for the Functional Unit NEURO HiTRONIC, NEURO HiSWING, NEURO HiSWING R+

Dear Customer,

You have purchased a NEURO HiTRONIC system knee joint or a NEURO HiSWING/NEURO HiSWING R+ system ankle 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 system 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 set forth in the Seller's GTCs, as these may be amended from time to time (available at: https://www.fior-gentz.de/en/tc.html), generally apply to the system joints mentioned above, including the functional unit.

The following provisions also apply to the functional unit of of these system joints.

A. Maintenance

1. In accordance with Section 7 (1) sentence 1 and Section 7 (2) sentence 2 of the German Ordinance on the Operation and Use of Medical Devices (Medical Devices Operator Ordinance – MPBetreibV), the Buyer must maintain the products or have them maintained and observe the manufacturer's instructions on maintenance. In particular, these manufacturer's instructions includethe 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 the Seller grants the Buyer a manufacturer's warranty for the functional units of the NEURO HiTRONIC system knee joint and the NEURO HiSWING and NEURO HiSWING R+ system ankle joints, which warranty 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 units 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 damage.
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 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, the NEURO HiSWING or the NEURO HiSWING R+ malfunctions, the Seller's Technical Support must be contacted 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 maintenance documentation and return form. For the duration of the repair, the Seller will provide the Buyer with a replacement functional unit for the NEURO HiTRONIC or the compatible replacement cover plate with alignment screw for the NEURO HiSWING and NEURO HiSWING R+.
6. Warranty disclaimer: The described warranty does not apply if
   a. the defect was not reported to the Seller in writing within 30 days of discovery;
   b. the defect was caused by any failure to comply with the instructions for use and the maintenance 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. no written description was provided at the time the damage was reported;
   f. the serial number on the functional unit is no longer recognisable;
   g. the blind plugs were damaged or removed or if
   h. the functional unit was opened.
7. Warranty services:
   7.1. Repair or replacement of the functional unit: In the case of a warranty event, 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 pass into the ownership of the Seller. 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 for the NEURO HiTRONIC or a replacement cover plate for the NEURO HiSWING and NEURO HiSWING R+ during the repair: Upon request, the Seller will provide a replacement functional unit for the NEURO HiTRONIC or a replacement cover plate for the NEURO HiSWING and NEURO HiSWING R+ on loan, subject to availability. The replacement functional unit for the NEURO HiTRONIC or the replacement cover plate for the NEURO HiSWING and NEURO HiSWING R+ will be provided free of charge exclusively upon the occurence of a justified warranty event and only for the duration of the repair carried out on the Seller's premises. The loaned replacement functional unit of the NEURO HiTRONIC must be returned 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 stipulated in writing with the Seller. If the replacement functional unit of the NEURO HiTRONIC is not returned within two weeks of the repaired functional unit being returned to the patient, the Buyer is obligated to pay to the Seller the price or the replacement functional unit for the NEURO HiTRONIC, as that price is listed in the price list current as at the date the Buyer acquires such obligation. After the delivery of a replacement cover plate of a NEURO HiSWING or a NEURO HiSWING R+, it will remain the property of the Buyer. The replacement functional unit for the NEURO HiTRONIC and the replacement cover plate for the NEURO HiSWING and the NEURO HiSWING R+ must be handled with care. The Seller may claim compensation for damage or loss. Upon the occurence of a warranty event, no transport costs will be charged for the provision of the replacement functional unit for the NEURO HiTRONIC and the replacement cover plate for the NEURO HiSWING and the NEURO HiSWING R+. The Buyer shall bear the costs of returning the replacement functional unit of the NEURO HiTRONIC to the Seller.

The Seller can charge all costs, which arise as a result of or in connection with any failure to carry out maintance work, subject to the terms and conditions applicable at such time.

Thank you for your understanding.

Your FIOR & GENTZ team

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