



L300 Go™ Limited Warranty¹

1) BIONESS L300 Go PRODUCTS ARE LIMITED TO THE TERMS SET FORTH BELOW:

- a) The limited warranty is extended only to the original consumer/purchaser and is not transferable.
- b) Bioness warrants the main electronic components of a complete system, new or refurbished, included in the L300 Go Functional Stimulation (FS) Cuff and Electronic Pulse Generator (EPG) against defects in materials and workmanship under normal use for a period of two (2) years; commencing when the product is dispensed to the original consumer/purchaser.

Secondary electronic components, including the Gait Sensor, Control Unit and Clinician's Programmer, are warranted against defects in materials and workmanship for a period of one (1) year; commencing when the product is dispensed to the original consumer/purchaser.

- c) If a defect arises within the warranty period, Bioness will in its sole discretion determine if the main electronic component(s) of the system, as listed in section 1b, will be: (a) repaired; or (b) a replacement will be provided using factory authorized refurbished components.
- d) As part of the repair or replacement process, the main electronic component(s) may be reset to the original manufacturer's specifications. In this event, the consumer/purchaser would be required, at the consumer/purchaser expense, to have a clinician or a physician reconfigure the product.
- e) Any main electronic component(s), as listed in section 1b, purchased in addition to those provided in a complete system shall maintain coverage as follows:
 - For new main electronic component(s) – Two (2) years
 - For refurbished main electronic component(s) – Ninety (90) days
- f) If purchased directly from Bioness, prior authorization from Bioness is required before returning any product.
- g) In the event the system or main electronic component(s) were purchased from a Bioness authorized distributor, the consumer/purchaser must contact the distributor from whom they purchased the system or main electronic component(s) for warranty support and service.
- h) Depending on country of purchase other consumer protection laws/regulations may apply.

2) CONSUMER/PURCHASER RESPONSIBILITIES AND OBLIGATIONS:

- a) The consumer/purchaser of the system must first notify Bioness or Bioness' authorized distributor within (15) days of the discovery of the defect by phone or in writing and comply with all instructed return procedures.
- b) The consumer/purchaser shall have the following information/items readily available when making contact:
 - Name of Bioness System
 - Serial Number of Product
 - Dated Proof of Purchase
 - Customer Name, Address, Telephone number and Email
- c) The consumer/purchaser must ship the entire system, [main electronic components, charger, & carrying case if applicable], to the original point of purchase. All shipping charges will be the responsibility of the consumer/purchaser. Bioness is not responsible for lost or damaged shipments.
- d) The consumer/purchaser must be current on all payments due to Bioness at the time the system is submitted for repair or replacement.

3) EXCLUSIONS, DISCLAIMERS AND LIMITATION OF LIABILITY:

- a) This Limited Warranty does not cover: consumable items or other accessories of the system, ordinary wear and tear or any equipment that has been (a) altered or modified, (b) repaired by any person or entity other than Bioness or any Bioness authorized L300 Go dealer, (c) used or stored in any manner contrary to or inconsistent with the use and storage instructions set forth in the Bioness user's guide or general instructions that accompanied the product (and which is also available at www.bioness.com), (d) subjected to an "Act of God" / accident of nature (rain, other water damage, electrical surge, etc) or neglect or (e) damaged in transit to or from Bioness. Further, the system may only have been used by the consumer, and in the event purchaser is a Bioness trained facility, patients of such facility.

THIS IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND BIONESS' SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO PRODUCT DEFECTS. BIONESS HEREBY DISCLAIMS AND PURCHASER HEREBY WAIVES ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE.

- b) Except as expressly provided by this Limited Warranty in section (1) above, BIONESS IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO ANY DEFECT, FAILURE, MALFUNCTION, USE OR MISUSE OF THE PRODUCT, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
- c) This Limited Warranty is made only to the original consumer/purchaser of the Product, whether or not such consumer/purchaser is an individual person or an organization. AS TO ALL OTHERS, BIONESS MAKES NO AND HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE. NO EXPRESS OR IMPLIED WARRANTY TO THE PURCHASER SHALL EXTEND BEYOND THE PERIOD SPECIFIED IN SECTION (1) ABOVE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON.
- d) The disclaimers of representations and warranties and limitations of liability set forth herein form an essential basis of the bargain between the parties, were specifically bargained for, and Bioness has set its price for, and other terms and conditions applicable to, the system in reliance thereon. The parties expressly agree that such disclaimers and limitations shall apply in full force and effect even if all other remedies fail of their essential purpose.
- e) The exclusions and limitations set out above are not intended to, and should not be construed so as to contravene mandatory provisions of applicable law. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by a court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. This Limited Warranty gives the purchaser specific legal rights. The purchaser may also have other rights which vary from state to state or country to country.
- f) No person has any authority to bind Bioness to any representation, condition or warranty except this Limited Warranty.

¹ Provided by Bioness Inc, 25103 Rye Canyon Loop, Valencia, CA 91355.