

# Terms of Sale, Returns & Warranties\*

## 1.0 New Accounts

### 1.1 How to Open an Account

We establish an open account when you place your first order with Freedom Innovations, LLC (Freedom LLC). We require a completed credit application prior to processing a second order. The review and approval process will normally take no longer than 24 hours from our receipt of your application. Orders must be pre-paid or shipped C.O.D. until credit has been established. Obtain a credit application by telephone at (888) 818-6777 or by email at: sales@freedom-innovations.com

### 1.2 How to Order:

You may place orders with Freedom Innovations, LLC by:

**Telephone:** (888) 818-6777 (Toll free, USA)    **Fax:** (949) 672-0084  
(949) 672-0032 (International)    **Email:** sales@freedom-innovations.com

### 1.3 Order Information

When transmitting your order by fax or email, please insure that the order includes the following information. Upon our receipt, thereof, our Customer Service Department will confirm the order and schedule it for shipment.

- Part # or Item Description
- Quantity desired
- Price (from the price list or the mutually agreed contract price)
- Shipping date desired
- "Ship to" address and phone #
- "Bill to" address (if it differs from "Ship to" address)
- Transportation mode desired (FedEx overnight, UPS ground, etc.)

## 2.0 Return Policy And Process

### 2.1 Returns, General Principals

#### 2.1.2 Return Authorization Number Required

- A. All returns require a Return Authorization Number (RA#). Call Freedom LLC's Customer Service Department for that authorization. Be prepared to provide the Order Number under which you seek to return product, or in the alternative, the related Invoice Number or Patient Name.
- B. Place the provided Return Authorization Number on the shipping container, on or near the shipping label. We will not accept returns without a RA#.

**2.1.3 Return Destination:** Ship all authorized returns to Freedom Innovations, LLC's location in Gunnison, Utah.

**2.1.4 Return Opportunity:** We will not accept returns after 90 days from the Invoice date.

**2.1.5 Return Documentation:** Send a copy of the original Invoice or Packing List with the returned product to insure that you receive the replacement or credit for which you qualify. Failure to provide the required documentation may delay or prevent return processing.

**2.1.6 Responsibility:** Until Freedom Innovations, LLC receives the returned product at the Gunnison Utah location, the Prosthetist remains responsible for the product and all related billing.

**2.1.7 Special Orders:** We do not accept returns of special orders (Custom products). Special orders are products of a Line, Style, Category, or Size not ordinarily stocked in our Utah distribution facility.

**2.1.8 Resaleable Condition:** All product returned after 60 days from Invoice will be evaluated to determine that it is in resaleable condition. Such product found to be damaged or not in resaleable condition shall be returned to the Customer, with no credit issued.

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## 2.2 Types of Returns

**2.2.1 60-day “Satisfaction Guarantee” Returns:** If our Customers are dissatisfied with one of our products for any reason, they may return the product for size alteration, stiffness modification or account credit. They may return the Parydonn Prosthetic Liner for credit within 60 days of Invoice, if the original package is unopened.

A. Exceptions:

- Special order sizes, category variations and Custom foot products (including but not limited to the Slalom, Nitro and Highlander MAX) are not eligible for satisfaction guarantee returns.
- The Plié MPC Knee is not eligible for a 60-day “Satisfaction Guarantee” Return.

B. Cash Refunds for products returned under the Satisfaction Guarantee are subject to approval by Freedom LLC.

**2.2.2 Miscellaneous “No Replacement” Returns:** (When Customer does not place a reorder at the time the RA# is requested)

A. We will accept all returns with RA#s issued between 0 and 60 days of the Order Date, and will not charge a restocking fee.

B. We will accept returns with RA#s issued within 61 to 90 days of the Order Date, if the returned product is resaleable.

We will charge the customer a restocking fee of \$20 or 20% of the returned product’s invoiced value, whichever is greater.

**2.3 Account Credit:** We grant an account credit and apply it to a Customer’s account, pursuant to existing procedure or a negotiated agreement with the Customer (e.g. credit for returned goods, overpayments, duplicate payments, etc.).

## 3.0 Warranty Policy & Procedure

**3.1 Warranty Policy:** We guarantee all of our products to be free from defects in material and workmanship. Any product found to be defective, when used in a customary and proper manner according to published Instructions for Use, shall at Freedom LLC’s discretion be repaired at our expense, or replaced at no charge with the same item. If we elect to replace a product returned under warranty, we will ship the replacement item in a timely manner accompanied by an invoice for the full retail cost. We will issue credit upon our receipt of the product’s return.

**3.2 Warranty Terms:** We calculate Warranty duration from the original invoice date.

### 3.2.1 Feet

A. The Sierra, Pacifica/LP, Highlander, Renegade/LP, Runway, Silhouette VS & VS-LP, Silhouette/LP, Promenade and LP Symes foot modules are under warranty for **36 months**, irrespective of attached mechanisms or componentry.

B. The Senator prosthetic foot module is under warranty for **24 months**.

C. The Pediatric Defender foot module is under warranty for **18 months**.

D. The Freestyle Swim foot module is under warranty for **12 months**.

E. The WalkTek foot module is under warranty for **12 months**.

### 3.2.2 Joints

A. The Plié MPC Knee is under warranty for **36 months**, with mandatory service checks at 12 and 24 months.

### 3.2.3 Mechanisms and Componentry

A. The Runway’s Push Pin and Hex Key Ankle mechanisms are under warranty for **18 months**.

B. The Renegade MX rotator mechanism is under warranty for **24 months**.

C. The Freestyle Swim foot ankle mechanism is under warranty for **12 months**.

D. All prosthetic components are under warranty for **24 months**.

### 3.2.4 Liners and Foot Covers

A. All cosmetic foot covers are under warranty for **6 months** from the original invoice date.

B. The Parydonn Prosthetic Liner is under warranty for **6 months**.

**3.3 Exclusions:** The warranties set forth herein do not cover the battery, battery charger, adapters and optional accessories (each of which are covered under separate warranty), or test sockets, nor do they cover any alteration, repair or substitution of parts by others that, in Freedom LLC’s judgment, materially or adversely affects the product or part, damage due to accidents, cosmetic damage, water damage deemed as abuse, neglect, misuse or operation beyond capacity, or parts damaged by improper installation.

**DISCLOSURE:** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, AND OF ANY OTHER OBLIGATION ON THE PART OF SUPPLIER. THE SOLE AND EXCLUSIVE LIABILITY OF SUPPLIER HEREUNDER SHALL BE TO REPLACE, REPAIR OR REFUND THE PURCHASE PRICE OF A DEFECTIVE PRODUCT, AS DESCRIBED ABOVE. NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING WARRANTIES SHALL BE BINDING AGAINST SUPPLIER, UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED EXECUTIVE OFFICER OF SUPPLIER.