

Touch Care Terms & Conditions



General

Touch Care service and support program runs concurrently with the device warranty for the following products: **i-limb® quantum**, **i-limb® ultra**, **i-limb® access**, **i-digits™**, and **livingskin™**. Additional years of Touch Care coverage may be purchased during, and up until the last day, of Touch Care.

No warranty extension will be granted after warranty expiration.

Limited Warranty for i-limb® and i-digits™

Touch Bionics by Össur warrants that the i-limb will conform to its specifications and be free of defects in material and/or workmanship for twenty four (24) to sixty (60) months (depending on package purchased) from the date of Touch Bionics by Össur invoice for the i-limb® or i-digits™. This Limited Warranty applies only to an i-limb® or i-digits™ device provided by Touch Bionics by Össur or an affiliate authorized by Touch Bionics by Össur to provide the i-limb® or i-digits™ device. This Limited Warranty applies to all components including but not limited to fixtures, motors, bearings, and electronics. This Limited Warranty is governed by UK law and is not transferrable.

Warranty

Touch Bionics by Össur reserves the right to credit, repair, or replace an "in-warranty" i-limb® or i-digits™ as its option. If required, replacements will be new products. i-limb® and i-digits™ wearers shall report any defect claim to their prosthetist. The defective i-limb®/i-digits™ device must be returned to Touch Bionics by Össur or any other Touch Bionics by Össur authorized representative. To find the nearest location, visit www.touchbionics.com. The unit must be in assembled condition and include an approved covering when returned. The warranty is void if the i-limb is subjected to abuse, neglect, alteration, modification, improper repair and/or maintenance performed by anyone other than Touch Bionics by Össur or a Touch Bionics by Össur affiliate. Damage resulting from installation of parts and accessories not compatible with the i-limb®/i-digits™ by anyone other than Touch Bionics by Össur or an affiliate is not covered, including use of non-Touch Bionics by Össur batteries. The warranty is void if damaged covers are not replaced in a timely manner or if an approved covering is not worn on the i-limb®/i-digits™ device at all times.

This is the exclusive remedy under this warranty, any and all other remedies that may otherwise be applicable are excluded, including, but not limited to, incidental or consequential damage or punitive damage to the maximum extent permitted by law. This is the only warranty made by Touch Bionics by Össur on the i-limb®/i-digits™ and components, and there are no warranties which extend beyond the description herein. Any warranties that may otherwise be implied by law including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose are extended. This Limited Warranty gives the consumer specific legal rights. The consumer may also have other legal rights which vary from country to country, from state to state in the U.S, from province to province in Canada, and from state to state in Mexico. Some countries and states may not allow the exclusion or limitation of incidental or consequential damages or warranties, so the above limitations or exclusions may not apply to you. If it is determined by a court of competent jurisdiction that a certain provision of this limited warranty does not apply, such determination shall not affect any other provision of this limited warranty and all other provisions shall remain in effect.

Warranty extensions will only be granted during, and up until the last day, of the existing warranty. No warranty extension will be granted after warranty expiration.

Limited Warranty for livingskin™

Each livingskin passive and match devices will be covered for 1-year under Touch Care for both manufacturing-related issues as well as accidental damage. If a device is returned for repair during the period it is covered under Touch Care, Touch Bionics by Össur will repair the device at no charge.

Accidental Damage Coverage

Touch Care also includes accidental damage coverage for the duration of the Touch Care program (i.e. concurrent with original and extended warranty as applicable).

Accidental damage coverage compliments the warranty to address accidental drops and breakages. Touch Bionics by Össur will provide free of charge repairs to a device that has been damaged as a result of an accident during the normal working process of the prosthesis and in accordance with the safe usage guidelines provided in the product manuals. Theft, loss, or intentional damage due to fire, flood, or other acts of nature are not covered under Warranty and any resultant loss is the sole responsibility of the i-limb user.

Coverings

*The **i-limb**® full hand prosthesis ships with a selection of coverings based on the package purchased.*

*Every **i-digits**™ ships with three (3) sets of i-limb skin active black digit coverings. **i-limb skin natural** coverings are not currently available for **i-digits**™.*

In addition, one (1) full hand covering or one (1) cover per digit for i-digits will be provided every 3 months from the date of final fitting following regular completion of Post-Fitting Assessment forms via the Patient Care Pathway. Shipping of coverings will be ground only and you should expect 3-5 days for delivery. The cost of these additional coverings is free of charge, provided that Post-Fitting Assessment forms have been completed in full via the Patient Care Pathway. More information on the Patient Care Pathway can be found at: <http://www.touchbionics.com/resources/document-library>.

All coverings will be covered for 90 days.

Customer Support

The first point of contact for the user should be their prosthetist. Touch Bionics by Össur Customer Support centers are available to help with questions about our products.

All calls should be made to +1-800-233-6263 for North America. Outside of North America, contact your local Össur representative. Our Customer Support teams can help with most front-line questions regarding our products, although complex clinical questions may require escalation to specialist staff members.

Our Customer Support teams will also assist with the return process.

Hand Health Check

*Users who download our prosthesis control software, **my i-limb**, can run a Hand Health Check within the app to check the functions of their device.*

biosim Software

***biosim** is used by the clinician to set up and adjust the settings of the i-limb® or i-digits™ prostheses. With Touch Care, you will receive free upgrades to the software, including any new features or training modes.**

***biosim** software is only available for download through the App Store available on Apple® operating systems. By registering for **biosim**, clinicians will always receive the latest updates, upgrades, and bug fixes. These fixes are delivered directly through the software, and may also be advised by email communication. It is advisable to check the App Store to ensure the latest version is up and running.*

Mobile Control App

*Depending on the package of i-limb® or i-digits™ purchased, users may receive an iPod® device with their prosthesis which may be used for the **my i-limb** mobile app allowing grip patterns and other customized features to be activated quickly and easily while on-the-go.**

*The iPod will be sent to the prosthetist with the initial kit shipment. The **my i-limb** app may be downloaded on App Store available on Apple® operating systems and is currently compatible with various iOS devices. Customers should contact Touch Bionics by Össur with any issues they experience with the iPod device provided. The mobile device is intended primarily for wearers, but prosthetic facilities that have fit an i-limb device can contact Touch Bionics by Össur to request a demo device for use at their location. Qualifying facilities are limited to one (1) handheld device controller per location.*

Training via the Web

*By registering on Touch Bionics by Össur web site, users are provided with access to **my i-limb** software downloads and the ability to complete Patient Care Pathway forms. In addition, the Touch Bionics by Össur web site contains useful information the interactive training module and information for use manuals.*

Training via Software

*Training tools within the **biosim** software are available to help achieve triggers and activate more features. In addition, usage statistics can be gathered by the user's prosthetist to better address any challenges.*

*The training modes within the **biosim** software should not be viewed as a replacement for occupational therapy, and Touch Bionics by Össur continues to strongly advise occupational therapy be provided by a licensed therapist. Training tools may be updated over time and any new tools/modes will be included as part of the regular **biosim** software updates.*

Service and Repairs

Our i-limb® or i-digits™ prostheses are eligible for one free service every 12 months while under warranty. If a courtesy hand is requested when a warranted i-limb® device requires a service, Touch Bionics by Össur customer support teams will arrange for the courtesy hand to be delivered to the user on the same day as their purchased hand is collected. For North American customers, a courtesy hand will only be available in color black, small size, and in QWD or WD models. No upgrades will be possible, i.e. a user with an i-limb® access hand will not be able to receive a higher end model of i-limb® hand, for safety reasons. Note that the courtesy hand option is not available for i-digits™ or hands that are out of warranty. Estimated turnaround time for service is 7-10 days from pickup of hand to return.

If service and repair is needed on an out-of-warranty device, Touch Bionics by Össur will provide the customer an estimate of repair costs and, if authorized by the customer, will perform the repairs and invoice accordingly. If a loaner is needed, and is available, the customer will also receive an estimate for the cost associated with receiving a loaner device.

If service and repair work is needed but estimate is not authorized within one month of time, the device will be returned to the customer.

All service related calls should be made to the local Össur representative.

**Exclusions apply.*