

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.

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)

1.3 Order Information

When transmitting your order, 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 number
- "Bill to" address (if it differs from "Ship to" address)
- Transportation mode desired (UPS Ground, 2-day, etc.)

2.0 Return Policy And Process

2.1 Returns, Direct Customers

2.1.2 Return Authorization Number (RA#) Required

A. All returns require a Return Authorization Number (RA#). Call Freedom LLC's Customer Service Department 888-818-6777 for authorization. Be prepared to provide the Serial Number of product you seek to return.

B. Place the provided Return Authorization Number inside and 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:
425 East 400 North, Gunnison, Utah 84634.

2.1.4 Return Opportunity: We will not accept returns after 60 days from the Invoice date.

2.1.5 Return Documentation: Send a copy of the original invoice or packing list and the customer return card 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 Freedom Feet Products that qualify for Return: Walk-Tek, Pacifica, Pacifica LP, Sierra, DynAdapt, Kinterra, Kintrol, Highlander, Silhouette LP, Silhouette LP VS, Renegade, Renegade LP, Renegade AT, Renegade AT LP, Runway, Runway HX, Agilix, Promenade, LP Symes, Thrive, Defender, Senator, and Maverick.

2.1.9 Resaleable Condition: All product returned within 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.

2.2 Types of Returns

2.2.1 60-day Returns: If our Customers are dissatisfied with standard stock products that are eligible for a Trial Period, they may return the product for size alteration, stiffness modification or account credit if product is in resaleable condition.

A. Exceptions:

- Special order sizes, category variations and Custom foot products are not eligible for returns.
- Products that are non-returnable: Silhouette, Silhouette VS, Catapult Running Foot, Nitro Running Foot, Freestyle Swim Foot, Slalom Ski Foot and Highlander MAX.
- The Plié MPC Knee is not eligible for a 60-day return.
- The L1324 Liberty knee is not eligible for a 60-day return.

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 if product is in resaleable condition.

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 product 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 evaluated and replaced under warranty. All warranty replacements will be shipped in a timely manner accompanied by an invoice for the original purchase price. We will issue credit upon our receipt of the product's return to Freedom.

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

3.2.1 Feet

- A. The Maverick, Agilix, Kinterra, DynAdapt, Renegade AT, Renegade AT LP, Promenade, Runway HX (Graphite only), Sierra, Pacifica, Pacifica LP, Highlander, Renegade, Renegade LP, Runway (Graphite only), Thrive, Silhouette, Silhouette LP, and LP Symes foot modules are under warranty for **36 months**, irrespective of attached mechanisms or componentry.
- B. The Kintrol and Senator foot modules are under warranty for **24 months**, irrespective of attached mechanisms or componentry.
- C. The Pediatric Defender foot module is under warranty for **18 months**.
- D. The WalkTek foot module is under warranty for **12 months**.
- E. The Slalom Ski foot, Catapult and Nitro Running foot modules are 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.
- B. The L1324 Liberty knee is under warranty for **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 Freestyle Swim foot ankle mechanism is under warranty for **12 months**.
- C. All prosthetic components are under warranty for **24 months**.

3.2.4 Foot Covers

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

3.2.5 Liners

- A. The Inception Gel prosthetic liner is under warranty for **12 months**.
- B. The Inception Sil 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.

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