

InTandem® Warranty Policy

MedRhythms, Inc. (“MedRhythms”) offers the InTandem neurorehabilitation system (“InTandem” or the “Product”), which includes the durable control unit, shoe-worn sensors, headset, and charging cables/station.

Limited Warranty

Results not guaranteed

Customer understands that their health care provider has prescribed the Product to improve walking and ambulation. Customer understands that use of the Product is not a cure for chronic stroke walking impairments. Customer also understands that individual patient results may vary, and no results, warranty or guarantees are made regarding the use of the Product.

MedRhythms warrants, to the original customer only, that the hardware components of the Product provided to the customer shall be free from defects in materials and workmanship under normal use for a period of three (3) years¹ from the date of delivery to customer, subject to certain exceptions (the “Warranty Period”).

Should the Product fail to conform to the above warranty and a valid claim is received by MedRhythms at the email address or phone number written below within the applicable Warranty Period specified above, as the original customer’s sole remedy (and MedRhythms’ sole liability), MedRhythms will repair or replace at its discretion, any nonconforming material or part.

Warranty claims on defective Products must be made by the original customer of record (“Customer”) or their authorized designee based on the assigned serial number. To obtain warranty service, the Customer or their authorized designee must (1) contact MedRhythms before the expiration of the applicable Warranty Period to receive a Return Materials Authorization number, and (2) return the defective Product to MedRhythms in either its original packaging or packaging providing an equal degree of protection. MedRhythms will pay the cost of shipping the Product to MedRhythms if the Customer uses appropriate packaging as set forth above and uses the shipping method specified by MedRhythms. If the warranty claim is valid (as determined by MedRhythms in its sole discretion), MedRhythms will pay the cost of shipping the repaired or replacement Product to the Customer or their authorized designee. If the warranty claim is invalid (as determined by MedRhythms in its sole discretion), MedRhythms may return the Product to the Customer at the Customer’s sole cost and expense or dispose of the Product with no liability to the Customer.

Any replacement Product will be warranted for the remainder of the applicable Warranty Period for the Product originally provided (i.e., starting from the date of delivery to the Customer) or for any additional period of time that may be applicable in the Customer’s jurisdiction. If MedRhythms replaces the Product, it reserves the right under this limited warranty to provide, at MedRhythms’ sole discretion, either a new or a refurbished replacement Product. The Customer may not refuse a replacement Product provided under this warranty because the replacement Product is refurbished. Any refurbished replacement Product provided under this limited warranty has been restored and tested to the same specifications as a new Product.

Conditions

- This warranty is only available to the original customer of record.
- It is not transferable.
- This is a limited warranty and does not cover:
 - Any damage caused because of improper use, accident, neglect, abuse, modification, water ingress, or alteration of the Product.
 - Repairs carried out by any service organization or person that has not been expressly authorized by MedRhythms to perform such repairs.
 - Any components of the Product other than the shoe-worn sensors, durable control unit, headset, or charging components. The Product does not include (and this limited warranty does not cover) any software, even if embedded in the Product (e.g., firmware and/or system software).
 - Product loss by the customer.
- This warranty is void on a Product that is sold or resold or leased outside the country of original purchase or lease.
- MedRhythms shall examine any Product that is returned with a Return Materials Authorization number and reserves the right to charge an evaluation fee for any returned Product when no problem is found after an investigation by MedRhythms.

MedRhythms provides no other express warranties for the Product. All implied warranties for the Product (including any warranties of merchantability or fitness for a particular purpose) are limited in duration to the Warranty Period (or, if a longer period is required by law, the shortest period allowed by applicable law). This warranty gives the Customer specific legal rights, and the Customer may also have other rights which may vary from state to state.

Except for death or bodily injury of a person resulting from MedRhythms' gross negligence or willful misconduct, or as otherwise prohibited from exclusion or limitation by applicable law, in no event shall MedRhythms be liable for any subject matter hereunder, regardless of the form of any claim or action (whether in contract, negligence, strict liability, or otherwise), for any (a) matter beyond its reasonable control, (b) indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of revenues or profits, (c) direct damages above the amount paid to MedRhythms for the particular Product giving rise to such damages, even if such party has been advised of the possibility of such damages. If the state where the Customer resides does not allow the exclusion or limitation of incidental or consequential damages, then such above limitation or exclusion shall not apply to such customer.

This warranty shall be governed by the laws of the State of Delaware, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

To exercise your rights under this warranty or to request a written copy of this warranty, please contact MedRhythms by phone at 855-900-7837 or by email at support@intandemrx.com.

¹ Exceptions apply. InTandem neurorehabilitation systems purchased through the Consumer Cash Purchase Plan ("CPP Plan") are subject to a two (2) year warranty.