



Limited Warranty/Terms and Conditions

Updated June 2024

This document contains the terms and conditions, including important limitations, concerning the Limited Warranty made by Restorative Therapies Inc. (“Restorative Therapies”) to you with respect to each of the product(s) (the “Equipment”) that you purchase from and register with Restorative Therapies.

Limited Warranty:

Restorative Therapies warrants that the Equipment will be free from defects in materials and workmanship for the appropriate Warranty Period applicable to the Equipment listed below.

Equipment Warranty Periods:

<u>Equipment</u>	<u>Warranty Period</u>
RT300 Ergometer including SL, SLA, SLSA, SLP, LSA	36 Months from Ship Date & Lifetime Frame
Xcite Clinical Station	36 Months from Ship Date
RT200 Elliptical Ergometer including LA, SLSA	36 Months from Ship Date & Lifetime Frame
RT600 Stepper Ergometer (SL)	36 Months from Ship Date
RT300 Supine Ergometer including SLA, SLSA, SA, LA	24 Months from Ship Date
Repairs, repair parts and accessories	12 Months from Ship/Repair Date

Inquiries and Warranty Service:

To submit a warranty claim, or to inquire about an extended warranty, please contact Restorative Therapies in writing at:

Restorative Therapies, Inc.

Attention: Service Group

8098 Sandpiper Circle, Suite M

Nottingham, MD 21236

Please do not ship any Equipment to Restorative Therapies without first obtaining a Return Material Authorization Number.

Warranty Limitations:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH ABOVE IS THE SOLE WARRANTY MADE BY RESTORATIVE THERAPIES REGARDING THE EQUIPMENT. RESTORATIVE THERAPIES DISCLAIMS ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES IN ANY WAY RELATING TO THE EQUIPMENT AND/OR PARTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, ALL WARRANTY CLAIMS MUST BE SUBMITTED IN WRITING TO RESTORATIVE THERAPIES WITHIN THE APPLICABLE WARRANTY PERIOD OR THE CLAIM WILL BE DEEMED WAIVED.

THE OBLIGATION OF RESTORATIVE THERAPIES SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, EX WORKS FACILITY DESIGNATED BY RESTORATIVE THERAPIES (EXCLUDING SHIPPING COSTS), OF THE EQUIPMENT OR SUCH PARTS WHICH RESTORATIVE THERAPIES DETERMINES WERE DEFECTIVE IN MATERIAL OR WORKMANSHIP.

THIS WARRANTY APPLIES TO NEW EQUIPMENT AND CERTIFIED RECONDITIONED EQUIPMENT; EXPRESSLY EXCLUDES WEAR PARTS.

THIS WARRANTY SHALL NOT APPLY TO ITEMS MANUFACTURED BY OTHERS ATTACHED TO THE EQUIPMENT AND/OR PARTS, AND YOUR RECOURSE FOR DEFECTS IN SUCH EQUIPMENT AND/OR PARTS OF OTHERS SHALL BE EXCLUSIVELY AGAINST THE MANUFACTURER OF THE EQUIPMENT AND/OR PARTS.

THIS LIMITED WARRANTY DOES NOT APPLY TO FAILURES OR DEFECTS OF EQUIPMENT COMPONENTS AND/OR PARTS (INCLUDING WEAR PARTS) DUE TO ORDINARY WEAR AND TEAR, NEGLIGENCE (INCLUDING BUT NOT LIMITED TO IMPROPER MAINTENANCE AND STORAGE), ACCIDENT, IMPROPER INSTALLATION OR OPERATION, OR MODIFICATION NOT AUTHORIZED IN WRITING BY RESTORATIVE THERAPIES (INCLUDING BUT NOT LIMITED TO USE OF UNAUTHORIZED PARTS OR ATTACHMENTS).

ANY ALTERATION OR MODIFICATION OF THE EQUIPMENT OR ATTACHING OF ANY PARTS OR EQUIPMENT NOT MANUFACTURED BY RESTORATIVE THERAPIES OR NOT INTENDED TO BE ATTACHED TO THE EQUIPMENT, OR MAINTENANCE, USE OR OPERATION OF THE EQUIPMENT CONTRARY TO RESTORATIVE THERAPIES'S INSTRUCTIONS, OR OPERATION OF THE EQUIPMENT WITHOUT PROPER, RESTORATIVE THERAPIES APPROVED, TRAINING SHALL AUTOMATICALLY VOID THIS WARRANTY.

THIS LIMITED WARRANTY SHALL EXTEND ONLY TO THE INITIAL PURCHASER OF THE PRODUCT(S) AND IS NOT ASSIGNABLE. THE EXCLUSIVE REMEDY OF UNDER THIS WARRANTY OR OTHERWISE IN CONNECTION WITH THE EQUIPMENT AND FOR PARTS, SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT AND/OR PARTS IN ACCORDANCE WITH THIS PARAGRAPH, IN RESTORATIVE THERAPIES'S DISCRETION.

General Terms and Conditions

1. General

1.1 In these Terms and Conditions: The Buyer means the person, firm, company or other organization who or which has ordered Products and/or Services from RTI; RTI means the Restorative Therapies, Inc referred to in the final written offer, quotation or order acknowledgement or, if none, the Restorative Therapies company making the sale; The Contract means the contract for the sale and purchase of Products and/or Services between RTI and the Buyer as may be further evidenced by RTI's final written offer, quotation or order acknowledgement and no prior proposals, statements, representations or conditions will be binding on either party; The Equipment means all electronic equipment, hardware and other electronic or mechanical items agreed to be supplied by RTI, excluding any consumables and spare parts sold separately; The Goods means all items agreed to be supplied by RTI other than the Equipment and Software; The Products means any Goods, Equipment or Software agreed to be supplied by RTI; The Services means all advice given and services performed by RTI; and The Software means any firmware, software or data compilations (i) identified in the Contract or (ii) provided to the Buyer by RTI in connection with installation or operation of the Equipment. For the avoidance of doubt, Software shall not include any "open source" firmware, software, or data compilations, as any such "open source" firmware, software or data compilations will be subject to the terms and conditions set out in the relevant "open source" license.

1.2 These Terms and Conditions shall be incorporated into the Contract and shall apply to the exclusion of any conditions of the Buyer. These Terms and Conditions may not be varied or waived except with the express written agreement of RTI. The failure of RTI to enforce its rights under the Contract at any time, for any period of time, shall not be construed as a waiver of any such rights.

2. Prices and Quotations

The price of the Products and/or Services will be RTI's quoted price, inclusive of any duties, but exclusive of value added or other taxes. All quotations issued by RTI for the supply of Products and/or Services shall remain open for acceptance for the period stated in the quotation or, if none is stated, for sixty (60) days. In all other cases, prices payable are those currently in effect in RTI's then current price list. Unless otherwise agreed in writing, extra charges will apply for handling, freight, and packaging.

3. Payment

3.1 Unless otherwise agreed in writing, payment in full shall be made to RTI in the currency invoiced, no later than thirty (30) days from the date of invoice.

3.2 In the event of late payment, RTI reserves the right: (i) to suspend deliveries and/or cancel any of its outstanding obligations and (ii) to charge interest at the lower of (a) an annual rate equal to eighteen percent (18%) or (b) any applicable maximum statutory rate on all unpaid amounts calculated on a day-to-day basis until the actual date of payment.

4. Changes and Returns

4.1 RTI reserves the right, subject to prior written notice, to make any change in the specification of the Products which does not materially affect the performance, use, installation, or price thereof.

4.2 RTI reserves the right to charge return shipping and a restocking fee of twenty percent 20%.

4.3 RTI reserves the right to refuse the return of goods which are no longer in their original condition and packaging.

4.4 Products may only be returned with prior authorization from RTI.

5. Delivery/Installation/Acceptance

5.1 RTI will select the method of shipment and the carrier to be used. Shipment will be F.O.B. (UCC) Destination.

5.2 Partial deliveries shall be permitted. If the Buyer fails to accept delivery of the Products within a reasonable period after receiving notice from RTI that they are ready for delivery, RTI may dispose of or store the Products at the Buyer's expense.

5.3 RTI will use all reasonable endeavors to avoid delay in delivery on the notified delivery dates. Failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will RTI be liable for any loss or damage due to a delay in delivery.

5.4 The Buyer shall notify RTI in writing within five (5) working days of delivery of any short delivery or defects reasonably discoverable on careful examination. RTI's sole obligation shall be, at its option, to replace or repair any defective Products or refund the purchase price of any undelivered Products.

5.5 Where delivery of any Product requires an export license or other authorization before shipment, RTI shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.

5.6 Where the Equipment requires installation, and the Contract includes same, the Buyer shall be responsible at its own cost for making the place where the Equipment will be located ready for installation in accordance with RTI's instructions. Installation will not begin unless such responsibilities are completed.

5.7 Following installation, where applicable, RTI will proceed with final testing using RTI's published performance specifications and using its standard instruments and procedures. Upon the satisfactory completion of such final testing demonstrating compliance with the above specifications (with any permitted variations/tolerances), RTI may issue a Test Certificate which shall be conclusive evidence of such compliance and thereupon installation of the Equipment shall be deemed to be complete and in compliance with RTI's obligations under the Contract. In any event, the Buyer agrees that the Equipment is accepted: (i) seven (7) days after the installation; (ii) upon issuance of the Test Certificate; or (iii) on the date the Buyer first uses the Equipment for operational use, whichever is earlier.

5.8 The Buyer, at its reasonable request, shall be entitled to be present at and to witness the testing and shall not be entitled to raise any objection to testing carried out, or to the results thereof, if the Buyer failed to attend when advised that testing was to take place.

5.9 Where Products are supplied by RTI in returnable containers, these must be returned at the Buyer's expense and in good condition, if requested by RTI. Title to these containers shall always remain with RTI, but they shall be held at the risk of the Buyer until returned to RTI. Failure by the Buyer to comply with the above provision shall entitle RTI to invoice the Buyer for the full replacement value of the containers.

6. Risk and Title

6.1 All the risks of loss of and damage to the Products and full legal and equitable title to the Goods and Equipment shall pass to the Buyer upon delivery to the Buyer. The Buyer hereby agrees not to dispose of or resell the Goods and Equipment until they have been paid for in full.

6.2 In relation to any Equipment used for clinical or diagnostic purposes, the Buyer shall keep adequate written records of the identity of any person or entity to whom the Equipment is transferred and of the location of such Equipment and shall procure that any purchaser of such Equipment is subject to the same requirement with respect to any onward sales.

7. Services

7.1 Where RTI is to provide Services, the Buyer shall ensure that adequate and safe facilities exist on its premises and that RTI is properly notified of any relevant regulations.

7.2 If the Buyer has purchased a product or Service including remote access support, the Buyer shall permit RTI to connect to the Products by remote access as may be beneficial to the performance of maintenance or repair activities in fulfillment of RTI's warranty obligations or as otherwise agreed to by the parties. This may include automatic software downloads and proactive monitoring and access to performance data related to the Products to gather and use Product and resource usage data for benchmarking and quality initiatives. Any data collected by RTI will be used in accordance with all applicable federal, state, and local laws and regulations and in a manner that will maintain confidentiality.

8. Restricted Use

With respect to certain Products, use restrictions are a condition of the purchase which the Buyer must satisfy by strictly abiding by the restriction as set forth in RTI's catalogue and/or on the Product and/or accompanying documentation. The Buyer is solely liable to ensure compliance with any regulatory requirements related to the Buyer's use of the Products, including any clinical, medical, or diagnostic use. Any warranty granted by RTI to the Buyer shall be deemed void if any Products covered by such warranty are used for any purpose not permitted hereunder. In addition, the Buyer shall indemnify RTI and hold RTI harmless from and against any and all claims, damages, losses, costs, expenses, and other liability of whatever nature that RTI suffers or incurs by reason of any such unintended use.

9. Limited Warranty

9.1 RTI's warranty is available at <http://restorative-therapies.com/support-center/warranty/>.

9.2 To the maximum extent permitted by applicable law, RTI hereby expressly disclaims, and the Buyer hereby expressly waives, any warranty regarding results obtained through the use of the Products including, without limitation, any claim of inaccurate, invalid, or incomplete results. All other warranties, representations, terms, and conditions (statutory, express, implied, or otherwise) as to quality, condition, description, merchantability, fitness for purpose or non-infringement (except for the implied warranty of title) are hereby expressly excluded.

9.3 An Extended Warranty may be purchased at time of sale for up to one (1) additional year, at which point the Limited Warranty provisions will be extended for the period purchased.

10. Limitation of Liability

10.1 RTI shall have no liability under the warranties contained in Section Nine (9) with respect to any defect in the Products arising from: (i) specifications or materials supplied by the Buyer; (ii) fair wear and tear; (iii) willful damage or negligence of the Buyer or its employees or agents; (iv) abnormal working conditions at the Buyer's premises; (v) failure to follow RTI's use restrictions or instructions (whether oral or in writing); (vi) misuse or alteration or repair of the Products without RTI's approval; or (vii) if the Buyer is in breach of its payment obligations under this Contract.

10.2 Subject to any express obligation to indemnify, neither party shall be liable for any indirect or consequential, or punitive damages of any kind from any cause arising out of the sale, installation, use or inability to use any product or service, including without limitation, loss of profits, goodwill or business interruption.

10.3 The total liability of RTI arising under or in connection with the Contract, including for any breach of contractual obligations and/or any misrepresentation, misstatement or tortious act or omission (including without limitation, negligence and liability for infringement of any third-party intellectual property rights) shall be limited to damages in an amount equal to the amount paid to RTI under the Contract.

10.4 The exclusion of liability in these Terms and Conditions shall apply only to the extent not prohibited by applicable law.

11. Intellectual Property Rights

11.1 Where the Buyer supplies designs, drawings, and specifications to RTI to enable it to manufacture non-standard or custom-made Products, the Buyer warrants that such manufacture will not infringe the intellectual property rights of any third party.

11.2 All intellectual property rights in the Products and/or Services shall at all times remain vested in RTI or its licensors.

12. Health and Safety

The Buyer shall ensure that: (i) the Products (provided such Products comply with its specifications) are suitable and safe for the Buyer's intended use; (ii) the Products are handled in a safe manner; and (iii) containers, packaging, labeling, equipment and vehicles, where provided by the Buyer, comply with all relevant national and international safety regulations.

13. Indemnities

Except where a claim arises as a direct result of the negligence or breach of contract of RTI, the Buyer shall indemnify RTI with respect to any claim which may be made against RTI: (i) arising in connection with the Buyer's use of the Products; and (ii) alleging that the Buyer's use of the Products infringes the intellectual property rights of any third party.

14. Insolvency

If the Buyer becomes insolvent or applies for bankruptcy or being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), RTI shall be entitled immediately to terminate the Contract without notice and without prejudice to any other rights of RTI hereunder.

15. Force Majeure

15.1 RTI shall not be liable with respect to the non-performance of any of its obligations herein to the extent such performance is prevented by any circumstances beyond its reasonable control including, but not limited to, strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism, plant breakdown, computer or other equipment failure and inability to obtain equipment.

15.2 If an event of force majeure exceeds one (1) month RTI may cancel the Contract without liability.

16. Software License

Unless a separate software license agreement has been entered into between the Buyer and RTI concerning the Software, the Buyer is hereby granted a non-exclusive, non-transferable license to use the Software solely in object code format and solely for its own internal business purposes subject to the terms contained herein. The Buyer shall not (i) use the Software for purposes other than those for which it was designed; (ii) use the Software in connection with other manufacturers' products unless such connectivity is authorized in the Product documentation; (iii) grant, assign, transfer, or otherwise make available to third parties any right whatsoever in the Software; (iv) disclose to third parties any information contained in the Software; (v) copy or reproduce the Software (except for one copy for back-up purposes or as may otherwise be permitted by applicable law); (vi) alter or modify the Software; or (vii) reverse engineer, decompile, disassemble or create any derivative works based upon the Software except as expressly permitted by law.

17. Export control

The Buyer undertakes not to re-export the Products without the requisite export license from the relevant body of the United Nations or other similar international organization, the United States Government, the country of origin or the original country of export. The requirement to obtain a license may vary depending on the country of destination, the end user, the end use, and other factors. Upon request from RTI the Buyer shall furnish RTI with copies of all documents relating to such re-export.

18. Waste Electrical and Electronic Equipment (WEEE)

18.1 Where the Buyer sells, disposes of or otherwise transfers the Equipment to any third party and where this would unreasonably increase the cost of the collection, treatment or recycling of the Equipment for RTI under applicable WEEE legislation, the Buyer shall be liable to RTI and indemnify RTI for such increased costs.

18.2 Should the Equipment that the Buyer acquires from RTI be Equipment which is intended to replace on a 'like for like'-basis any item of the Buyer's existing equipment (e.g. the new Equipment is fulfilling the same function as the Buyer's existing equipment), the Buyer must have clearly indicated to RTI the following: the brand, type, age, condition, current use and the exact location and all other relevant information. In the event the Buyer has not complied with such obligations, RTI may charge the Buyer such reasonable additional fees to reflect any related obligations it may have.

18.3 Unless otherwise agreed in writing, RTI's obligation does not include without limitation, creation of physical access to the equipment; de-installation; decoupling; disinfecting; craning/lifting; transportation to a ground level loading area or -ramp; packing; or any related similar activities; and the Buyer agrees to perform such activities at its own cost as and when required.

19. Governing Law

This Contract shall be governed by and construed in accordance with the substantive laws of the State of Maryland and the parties hereby submit to the non-exclusive jurisdiction of the courts of the State of Maryland.

20. Product-Specific Terms and Conditions

Additional terms and conditions govern the sale of certain Products and Services. These additional terms and conditions are available from the sales offices of RTI and shall take precedence in the event of any inconsistency with these Terms and Conditions.

21. English Language

The parties hereto accept that these terms and conditions of sale and any documents related thereto be drawn up in the English language. Les parties aux présentes consentent à ce que les conditions générales de vente et tous documents y afférents soient rédigés en anglais.

22. Translations and Local Variations

Translations of these terms and conditions are available from the sales offices of RTI. In some territories, local variations to these terms and conditions may apply. If so, such variations are also available from the sales offices of RTI and shall take precedent in the event of any inconsistency with these conditions.

23. Federal Government Purchases with Respect to any Products or Services Provided to the US Federal Government or any Agency Thereof

23.1 The Buyer agrees that all Products or Services provided hereunder meet the definition of a “commercial-off-the-shelf” (COTS) item or a “commercial item” as defined in FAR 2.101. If invoked, RTI accepts terms of FAR 52.212-4 except as may be tailored by the terms set forth herein. RTI accepts terms of FAR 52.212-5 properly applicable to this purchase. Because of the nature of any Services that may be provided, The Buyer agrees that Services provided hereunder are exempt from the Services Contract Act of 1965 (as amended).

23.2 Any certifications or representations, other than those set forth in the RTI’s SAM, are hereby rejected. With regard to any Buy American Act certifications, the country of origin for any Products hereunder is as set forth in RTI’s SAM certifications or, if not set forth therein, the country of origin is considered unknown.

24. Entire Agreement

Subject to Section 23.2 above, no terms, conditions, provisions or certifications, representations, other than those explicitly set forth herein, shall apply. All other terms are hereby rejected. These Standard Terms and Conditions constitute the entire agreement of the parties with respect hereto. Nothing herein supersedes or affects the operation of any intellectual property license agreement entered into between RTI and the Buyer.

Limited Warranty (DOC-624) Ver. 1

Approved By:

[\(CO-148\) Minor updates to formatting](#)

Description

Updating documentation for formatting purposes no content changes have been made

Justification

Formatting alignment

Assigned To:

Ed Burkot

Initiated By:

Ed Burkot

Priority:

Low

Impact:

Minor

Version History:

Author	Effective Date	CO#	Ver.	Status
Ed Burkot	June 20, 2024 3:08 PM GMT	CO-148	1	Published
Ed Burkot	June 19, 2024 7:29 PM GMT	CO-146	0	Superseded