



Second Step Gait Harness System Full Warranty Terms and Conditions for the United States

- Parties.** You (the "Buyer") have purchased the Product stated above from Second Step, Inc. ("Second Step"), the Manufacturer and Distributor, subject to these Terms and Conditions. The Product will be shipped from Second Step's designated ship point.
- Full Warranty.** The Buyer shall have the legal rights provided by the Magnuson-Moss Act, in conjunction with the full warranty provided hereunder. Second Step warrants the Product, as manufactured or supplied by it, to be free from defects in materials and workmanship under normal use for Product lifetime. Prior to first use of the Product, Buyer must watch Product Training DVD, view specified documents and media links, and observe all Second Step procedures. This warranty shall only cover flaws caused by materials or labor in the equipment that existed when the equipment was originally assembled into the Product. During the warranty period, any Product determined by Second Step to be defective shall be repaired or replaced at Second Step's sole option. Such repair or replacement shall be Second Step's sole obligation and Buyer's sole remedy hereunder and shall be conditioned upon Second Step receiving written notice of such defect within ten (10) days of its discovery and, at Second Step's option, return of such Products to Second Step's designated facility. Buyer is responsible to pay the Product shipment to Manufacturer and return shipment of the Product to Buyer when making repair request. The Product cannot be warranted to work properly without proprietary components and/or service by Manufacturer. Improper or incorrectly performed maintenance or repair voids this warranty.

WARRANTY AND DISCLAIMER. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF THE MANUFACTURER, WRITTEN OR ORAL. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR LOSS OF USE, LOSS OF PROFITS, PUNITIVE OR OTHER CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER.

EXCLUSIONS. Except as provided in these Terms and Conditions, no warranty shall arise from any description of the Product or its effectiveness or ability to achieve any particular result(s), whether written or oral, specifications, samples, bulletins, marketing or promotional material of similar statements made or furnished to Buyer by the Manufacturer or any distribution. Second Step makes no warranty or representation of clinical results, revenue or profits which may be derived from Buyer's use of the Product and no such representation or warranty shall arise from projections, studies, or other statements or materials given to Buyer prior to or at the time of purchase. This Warranty shall not cover standard maintenance such as cleaning, lubricating, or normal checking of or replacing used components or parts of the Product. Manufacturer does not separately sell component parts. This Warranty shall be void and of no effect:

- If a Product is not used as instructed by Second Step, authorized Second Step personnel, or if it is used in any manner diverging from Second Step's standard use and procedure instructions;
 - If anyone other than Second Step personnel removes a Product casing or fixture or attempts to make any modifications or repairs to the Product or makes any attachments or additions to the Product;
 - If the Product is not operated in accordance with Second Step's instructions;
 - This warranty excludes damage caused by accident, misuse or abuse, including any damage which does not impair functionality of Product;
 - If the Product is subject to damage or equipment failure caused by any noncompliance, noncompliance with the Buyer's Second Step Product Training DVD or materials, or in any manner has not been maintained as outlined in the Product Training DVD or materials;
 - If the Product has not been properly maintained in accordance with Second Step's instructions, or has been subjected to non-normal use (as defined by Product Training DVD or materials) (including all uses for which the Product was not intended), negligence or abnormal conditions, including use of the Product in any environment not approved by Second Step in the Product Training DVD or materials;
 - If the Product undergoes natural corrosion or is subject to an accident, fire, flood, war or acts of God;
 - If the Product is loaned, gifted, donated, resold or leased to someone other than the original Buyer;
 - If the Buyer does not hold an original proof of purchase of the Product.
- Consequential or Incidental Damages and Other Liability; Indemnity.** Except as otherwise agreed in writing, the Manufacturer's liability with respect to the Product and/or installation of parts or accessories of the Product provided hereunder shall be limited to the warranty in Section 2 hereof. THE MANUFACTURER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITY, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY THE MANUFACTURER, OR ANY UNDERTAKINGS, ACTS OF OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, the Manufacturer specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of Products or any associated equipment, cost of capital, cost of substitute Products, facilities or services, down time, shut down or of substitute Products; facilities or services, down time, shut down or slow down costs, or for any other types of economic loss, or for claims of Buyer, Buyer's customers or any third party for any such damages. BUYER SHALL INDEMNIFY THE MANUFACTURER AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND OTHER COSTS OF DEFENDING ANY ACTION) WHICH THE MANUFACTURER MAY INCUR AS A RESULT OF ANY CLAIM BY BUYER OR OTHERS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND/OR INSTALLATION PROVIDED HEREFUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING FROM MISUSE OR IMPROPER USE OF ANY PRODUCT SOLD HEREUNDER, WHETHER BY BUYER OR ANY OTHER PERSON, WHETHER OR NOT AUTHORIZED BY BUYER, AND ANY CLAIM ARISING FROM ANY MODIFICATION TO OR ALTERATION OF ANY PRODUCT SOLD HEREUNDER, NOT AUTHORIZED BY THE MANUFACTURER), EXCEPT FOR CLAIMS BASED ON PRODUCT OR SERVICE DEFECTS PROVEN TO HAVE BEEN SOLELY CAUSED BY THE MANUFACTURER'S NEGLIGENCE.
 - Inspection, Repair Requests, All Sales Final.** Second Step manufactures custom merchandise. No refunds will be given on any purchase. All sales, layaways, leases and lease-to-owns, without limitation, are final. BUYER OR CONSIGNEE HAS A DUTY INSPECT PRODUCT PRIOR TO ACCEPTING DELIVERY AND SIGNING DELIVERY RECEIPT. ONCE BUYER, CONSIGNEE OR CONSIGNEE'S AGENT SIGNS FOR RECEIPT OF PRODUCT, THEY ARE BARRED FROM LATER ASSERTING PRODUCT TRANSIT DAMAGE. If Buyer refuses delivery due to transit damage, Buyer shall within two (2) hours of the Product's attempted delivery give written or email notice to the Manufacturer of any claim that the Product was damaged or does not conform with the Terms and Conditions. Buyer shall review the Product Training DVD and materials (and



accompanying documentation) before Product use. Partial shipment by the Manufacturer shall not constitute a basis for a non-conformity claim by Buyer. Buyer's failure to give such written notice with the two (2) hour period after refusing delivery shall constitute Buyer's unqualified acceptance of the Product and a waiver by Buyer of all claims with respect thereto, including any right to revoke acceptance. Buyer may not refuse delivery of Product on any basis other than a claim of transit damage. A Buyer who refuses delivery of Product when no damage exists is subject to legal action, and all costs and fees, including shipping fees, associated with such action. Products may not be returned without Manufacturer's prior written consent in the form of a Manufacturer's RMA (Returned Material Authorization), which consent may be withheld at Manufacturer's sole discretion, for any and no reason. Manufacturer will refuse to accept any returned Product not related to claim of defect, or not related to Buyer request, approval, and Buyer written agreement to pay for transit and repair services. Manufacturer has the sole right to assess Product to determine whether defect or transit damage exists. No acts on the part of the Manufacturer shall constitute Manufacturer's approval and acceptance of a returned Product unless Manufacturer has provided its prior written consent to Buyer. Product returned for repair or maintenance must be securely packaged, in its original shipping container, to reach Manufacturer without damage. If Buyer does not have original shipping container, Buyer must purchase shipping container from Manufacturer, and must pay all associated shipping fees. If the repair return of a Product is approved by the Manufacturer as related to defect in materials and workmanship, the Manufacturer shall be responsible for repair or replacement of Product, and Buyer shall be responsible for all shipping and insurance costs associated with shipment to Manufacturer and return shipment of the Product to Buyer. In the case of Buyer sending Product for regular repair or maintenance, Buyer shall be responsible for all costs of repair, replacement and/or maintenance of Product, including all shipping and insurance costs associated with shipment to Manufacturer and return shipment of the Product to Buyer.

5. **Proprietary Rights.** Buyer warrants that it will not, and will not permit to assist any other person or entity to, divulge, disclose or in any way distribute or make use of designs, engineering details, and other data and materials pertaining to any Products, and that it will not, and will not permit or assist any other person or entity to reverse engineer, manufacture or engage to have manufactured such Products.
6. **Manuals, Brochures, Instructions.** Any and all operating manuals, instructions, brochures, media, DVD, warnings or the like (including Product Training DVD or materials) concerning the Product supplied hereunder are supplied as an aid to Buyer and are not represented to be accurate, complete or sufficient for every use or purpose or for treatment of every Buyer or every client or patient in a clinical setting. Buyer warrants that prior to Product first use, Buyer will review all media training, including Product Training DVD, and train all its employees, caregivers, practitioners, and/or third-party users of the Product purchased by Buyer so that such employees, caregivers, practitioners, and/or third parties will use the Product properly and safely. Buyer will indemnify and hold harmless the Manufacturer against all liabilities and expenses (including attorney's fees) arising out of the use of the Product by Buyer or a third party where Buyer fails to provide adequate warnings and instructions concerning the proper and normal use of the Product. Buyer acknowledges that improper use of the Product carries a risk of injury to Buyer, patients, employees, caregivers, practitioners, and/or third-party users.
7. **Miscellaneous.**
 - 7.1 Entire Agreement; Amendments. These Terms and Conditions shall constitute the entire warranty agreement between Manufacturer and Buyer and shall supersede all prior or contemporaneous promotional material, contracts, agreements, purchase orders or quotations, whether written or oral. There are no conditions affecting these Terms and Conditions that are not expressed herein. These Terms and Conditions may not be amended, altered or modified without the express prior written consent of the Manufacturer. No sales representative or other agent or representative of the Manufacturer is authorized to modify or alter these Terms and Conditions. Failure of the Manufacturer to object to the handwritten additions or modifications hereof made by Buyer (or Buyer's agent), or to provisions of any purchase order or other communication from Buyer, shall not constitute amendment, alteration or modification of all or any portion of these Terms and Conditions.
 - 7.2 Refusal to Serve or Sell. Second Step reserves the right to refuse service or sale of Product to any prospective Buyer, or Buyer, who is discourteous, unprofessional, at its sole discretion, for any and no reason.
 - 7.3 Governing law; Jurisdiction and Venue. These Terms and Conditions shall be governed by and shall be construed according to the laws of the State of Florida, exclusive of its conflicts of law provisions. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. Buyer agrees informal dispute resolution shall be through an impartial third party, the Better Business Bureau (BBB) of Western Florida. If BBB does not resolve the dispute, Buyer agrees that any action for enforcement of these Terms and Conditions or any other dispute arising here under shall be filed in courts sitting in Manatee County, Florida, and Buyer consents to the jurisdiction and venue of such courts. This provision shall not prohibit the Manufacturer from bringing any action for enforcement or adjudication of any dispute arising hereunder to be heard in any other jurisdiction.
 - 7.4 Limitation of Action. Any action for breach of these Terms and Conditions must be commenced not later than the earlier of five (5) years from the date on which such an action or accrues or be forever barred.