



Mobile Arm Rehabilitation Kit (MARK) Product Warranty

This Warranty is issued by Myomo, Inc. (“Myomo”) and consists of the following terms:

1. Only the original purchaser (“Customer”) is covered by this Warranty. This Warranty is NOT TRANSFERABLE.
2. Myomo provides a three (3) year warranty for its MARK (the “Product”) from the date of shipment. Myomo warrants that the Products have received UL certification. Any warranties, together with any other warranty set forth in Myomo's Product literature, and service warranties, shall run to Customer, its successors and assigns. This Warranty covers:
 - i. MARK device hardware and electronics (motors, circuit boards, sensors, cables, rigid orthosis components)
 - ii. Battery Charger
 - iii. Carrying Case
3. This Warranty also covers the following components listed below for one (1) year after the date of shipment:
 - i. Orthosis soft goods (pads, straps, harness)
 - ii. Battery
4. To obtain warranty service on the covered equipment, contact:

Myomo, Inc.
1 Broadway, 14th Floor
Cambridge, MA 02142
Telephone: 877.736.9666
Email: support@myomo.com
5. Warranty service on Myomo equipment must only be performed by Myomo staff or an authorized representative.
6. This Warranty DOES NOT cover the following:
 - a. Transportation costs and logistics between Customer and Myomo or its authorized representative. Myomo will incur shipping charges for repairs, however, will charge a fee to cover the shipping costs for any return made by Customer requiring home pick up.
 - b. Myomo will not cover any misuse by end user or modification of any of the parts of the Product or the Product itself that causes the Product to malfunction or to become unfit as intended. If the Product does not fit or function as intended, Customer is encouraged to return it to Myomo for inspection, testing and either repair or replacement at Myomo’s option.



- c. The laptop and laptop charger that ship with the MARK are warranted through their respective manufacturer.
7. This warranty will be voided if:
- Repairs, improvements, alterations, or modifications to the motors, electronics, or their protective plastic housings are performed by anyone other than Myomo staff or an authorized representative. The Customer may seek simple repairs, improvements, alterations, and/or modifications through an authorized Orthotic/prosthetics provider, within the scope of standard orthotic/prosthetic technical practice (e.g. grinding, polishing, cutting, drilling, re-shaping, etc.). However, any such efforts on the part of the Customer on its own which results in permanent damage to the fit or proper functioning of the Product may void the warranty.
 - a. Myomo determines the Product or any of its warranted components were broken or misused.
8. Except for the express warranties set forth in Sections 2 and 3 above, Myomo makes no warranty, express or implied, regarding the Product or Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN SECTION 2 and 3 ARE THE ONLY WARRANTIES MADE BY MYOMO WITH RESPECT TO THE PRODUCTS AND SERVICES. MYOMO DISCLAIMS ALL WARRANTIES THAT MAY BE IMPLIED OR ARISE BY CUSTOM OR TRADE USAGE, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. MYOMO'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF, MYOMO RENDERING TECHNICAL OR OTHER ADVICE, TRAINING OR SERVICE IN CONNECTION WITH THE PRODUCTS.

9. MYOMO SHALL HAVE NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE BREACH OF ANY WARRANTY, INCLUDING BUT NOT LIMITED TO, INCONVENIENCE, RENTAL OR PURCHASE OR REPLACEMENT EQUIPMENT, LOSS OF PROFITS OR COMMERCIAL LOSS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
10. This Warranty gives Customer specific legal rights, but Customer may have other rights, which may vary, from state to state.
11. This Warranty is not subject to change or modification by anyone, including Myomo sales person unless expressly authorized to make any representations or promises on Myomo's behalf.

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