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MyoCycle FES Cycling Therapy System Limited Warranty (United States Only)

MYOLYN, INC (“MYOLYN”) warrants to the original purchaser (the “Purchaser”) of a MYOLYN FES Cycling Therapy System (an “FES Cycle”) who resides in any of the 50 States or the District of Columbia in the United States that the FES Cycle is on the date released for delivery to the Purchaser by MYOLYN or a MYOLYN authorized distributor (the “Delivery Date”) free from defects in materials and workmanship and will function in accordance with published specifications if assembled and used in accordance with the instructions in the MYOLYN User Manual for that FES Cycle. MYOLYN’s warranty for all component parts of the FES Cycle other than the frame will be effective for **three years** after the Delivery Date and MYOLYN’s warranty for the frame elements of the FES Cycle will be effective for **the lifetime** of the device (each the “Applicable Warranty Period”). The frame elements include the steel structural elements of the FES Cycle. To benefit from this warranty, the Purchaser, within the warranty period applicable to the defective part, must deliver written notice to MYOLYN at the fax number, post office address, or email address stated below identifying the claimed defect in the FES Cycle and, if the defect relates to the console, wheelchair attachment, any cover, pedals, stimulation cable or other customer installable parts (an “Installable Part”), at the Purchaser’s cost, must return that Installable Part to MYOLYN at the address stated below. If written notice of the claim is received by MYOLYN during the first three years following the Delivery Date, MYOLYN will, subject to the next following sentences, supply the labor and parts necessary to repair or, at MYOLYN’s option, replace any part of the FES Cycle which upon examination by MYOLYN is determined by MYOLYN to have been defective on the Delivery Date. If the defective part is an Installable Part, then MYOLYN will supply that Installable Part to the Purchaser and the Purchaser will be responsible for the labor and other expense of re-installing the repaired or replacement Installable Part supplied by MYOLYN. If the defective part is not an Installable Part, then MYOLYN will be responsible for the labor and other expense of removing and re-installing the defective part. MYOLYN will not be responsible for the labor or other expense of removing or reinstalling defective parts for Purchasers located in remote areas of Alaska. Please contact MYOLYN for details on MYOLYN service areas.

MYOLYN’s warranty obligation will not extend to the repair or replacement of accessories, foam grips, or other parts subject to wear and tear as a result of usage or to the repair of cosmetic damage to the FES Cycle after the Delivery Date. Replaced parts, at MYOLYN’s discretion, may be new or reconditioned parts. All repaired or replaced parts will be warranted against defects under this Warranty Statement for the remaining portion of the original Applicable Warranty Period.

This warranty applies to the FES Cycle only if the FES Cycle has been assembled in accordance with the Assembly Instructions for that FES Cycle; only as long as the FES Cycle is owned by the original Purchaser; has not been damaged by accident, abuse, misuse or misapplication, (including, without limitation, uses exceeding the user weight limit specified in the User Manual for that FES Cycle), vandalism, or as a result of improper service or unauthorized modification; and the FES Cycle has not



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been removed from the United States. The provisions of this Warranty Statement and the benefits herein are for the sole benefit of the original Purchaser, and confer no rights, benefits or claims upon any other person or entity.

MYOLYN reserves the right to make changes and improvements in the design and construction of existing and new models of its FES Cycles without being obligated to make corresponding changes and improvements in previously manufactured models.