



**ReWalk Personal 6.0**  
**Warranty with Service**  
Status: November 2019



# ReWalk Warranty with Service

## for all products purchased after January 1, 2018

### Warranty Terms

#### 1. Independent warranty for defects in material and workmanship

- 1.1. ReWalk Robotics GmbH (“**ReWalk**”) grants the original purchaser (funding agency [*Leistungsträger*] or, in case of selfpayers, the respective ReWalk user, each the “**Customer**”) for the ReWalk Personal 6.0 System purchased in Germany (the “**Product**”) an independent warranty for defects in material and workmanship, in accordance with the following terms of this warranty. This warranty is limited to defects in material and workmanship occurring during the warranty period (as set out in section 5 below). It does not include any general warranty of durability above and beyond hereof.
- 1.2. **This warranty shall not affect, specifically, not increase or restrict the scope of, the legal rights the Customer may enforce against ReWalk or the specialist dealer for quality defects under the purchase contract for the Product.**

#### 2. Service

- 2.1. This warranty includes an annual preventative service by ReWalk (“**Service**”) in accordance with the Service intervals as set out in the warranty card attached to these warranty terms.
- 2.2. ReWalk will contact the Customer or, if the Customer is a funding agency, the respective ReWalk user, at the latest 2 (two) months before the due date of a Service in order to arrange an appointment for the Service.

If the Product is located in Germany on the due Service date, the Service will be carried out on site at the ReWalk user or ReWalk will arrange for the collection of the Product for the Service purposes; the collection and return transport of the Product are at the risk and expense of ReWalk.

If the Product is located outside of Germany on the due Service date the ReWalk user, at the Customer’s expense and risk, shall send the Product to ReWalk (ReWalk Robotics GmbH, Leipziger Platz 15, 10117 Berlin) and arrange for its collection at ReWalk after the Service has been carried out.

- 2.3. If a Service (including transport) lasts longer than 14 (fourteen) working days (Monday - Friday, excluding public holidays in Berlin) or longer than a deviating deadline individually agreed between the Customer or ReWalk user and ReWalk, ReWalk will provide the Customer or, if the Customer is a funding agency, the respective ReWalk user as of the 15th (fifteenth) working day or as of expiry of the agreed deadline with a replacement product within Germany on loan for temporary use at ReWalk’s own expense. Replacement products are provided exclusively within Germany and are not shipped abroad.

### 3. Parts and Components excluded from the warranty

This warranty shall not extend to

- the batteries for the clock / remote control
- the rubber pads of the forearm crutches
- the external, mobile control unit including the integrated product control software. If the respective manufacturer/importer grants a warranty for the control unit, the warranty terms of the manufacturer/importer apply to such warranty.

### 4. Warranty conditions

Warranty claims are subject to the conditions that

- 4.1. the Customer or, if the Customer is a funding agency, the respective ReWalk user has taken part in a training offered to him by ReWalk personnel or a ReWalk certified training centre,
- 4.2. the Product has been fitted by a certified ReWalk specialist, and
- 4.3. **the Customer or, if the Customer is a funding agency, the respective ReWalk user enables ReWalk to perform the annual Service in accordance with section 2.** This condition is not fulfilled if the Customer or the ReWalk user, despite having been contacted by ReWalk in text form at least three times, does not participate in the coordination of a Service date and does not enable ReWalk to service the Product at the latest by the end of the 13th (thirteenth) month since the last Service in accordance with section 2.

### 5. Warranty period

The warranty period is 60 (sixty) months (12 [twelve] months for rechargeable batteries) from delivery and fitting of the Product to the Customer or, if the Customer is funding agency, to the respective ReWalk user. The performance of warranty work shall not result in a restart of the warranty period.

### 6. Warranty services

If the conditions for a warranty claim under the terms of this warranty are met, ReWalk will repair or replace the defective and damaged Product or the damaged and defective parts. The choice between repair and replacement shall be made at ReWalk's reasonable discretion.

### 7. Damage not covered by the warranty

This warranty does not apply to damage caused in whole or in part:

- 7.1. by misuse, incorrect use (in particular, but not limited to through disregard of the instructions and specifications for use in the operating instructions and training documents), installation of parts not approved by ReWalk, or misuse or negligence on the part of the Customer or the ReWalk user;

- 7.2. by improper storage, installation, and/or maintenance, repairs or modifications of the Product not authorized by ReWalk or for any other reason beyond ReWalk's control;
- 7.3. by accident, natural disasters (such as fire, water damage, flood, lightning strike, etc.), force majeure, acts of war, or sabotage;
- 7.4. as well as for consequential damages resulting from the use of the Product or the impossibility of use; Section 9 shall remain unaffected.

The Customer shall bear the burden of proof that the damage was not caused by one of the circumstances set out in this section 7.1 to 7.3.

## **8. Reporting / processing of warranty claims, unjustified warranty claims, limitation of claims**

- 8.1 Possible warranty claims must be reported to ReWalk in text form within 30 (thirty) days of discovery of the defect. The report can also be made online via the service centre of ReWalk at <https://rewalk.com/de/service/>; there is no obligation to use the online report function. If the reporting is not made in due time, no warranty claims arise for the particular defect.
- 8.2 ReWalk shall be entitled to collect or have collected defective Products and/or parts from the ReWalk user for the purpose of inspection and decision on repair or replacement. Replaced parts become the property of ReWalk.
- 8.3 Section 2.3 shall apply analogous if the inspection and, if applicable, the repair or replacement of the defective Product or parts takes longer than 14 (fourteen) working days (Monday - Friday, excluding public holidays in Berlin) or longer than a deviating deadline individually agreed between the Customer or ReWalk user and ReWalk.
- 8.4. In the event of an unjustified warranty claim, the Customer shall be liable for the costs of transport and inspection incurred by ReWalk as a result of such claim, if the Customer recognized or negligently failed to recognize that the defect or damage is not covered by this warranty. If the Customer is a funding agency, any fault on the part of the ReWalk user shall be attributed to the Customer.
- 8.5. All claims under this warranty shall become statute barred within 12 (twelve) months of the discovery of the defect with regard to which the warranty claims have been asserted; this shall not apply in the case of intent (*Vorsatz*) and to the liability for gross negligence (*grobe Fahrlässigkeit*) or injury to life, limb or health. Statutory inhibitions and interruptions of the limitation period remain unaffected.

## **9. Liability**

- 9.1. ReWalk shall only be liable for gross negligence (*grobe Fahrlässigkeit*) and intent (*Vorsatz*) as well as for a breach of duties the performance of which is a prerequisite for the proper execution of the contract and on the compliance of which the Customer is regularly entitled to rely on ("**Essential Obligations**"). In respect of a slightly negligent breach of an Essential Obligation, ReWalk's liability is limited to the typical damage foreseeable upon conclusion of the contract. ReWalk is not liable for a slightly negligent breach of contractual duties that are not Essential Obligations.

9.2. Insofar as ReWalk's liability is limited or excluded, this also applies to the liability of ReWalk's employees, representatives or vicarious agents.

9.3. The aforementioned limitations or exclusions of liability do not apply if ReWalk has maliciously (*arglistig*) failed to disclose a defect, has assumed a guarantee or a procurement risk, is liable on the basis of the German Product Liability Act, and in the event of bodily injury (injury of life, limb and health). This does not imply a change in the burden of proof to the detriment of the Customer.

## **10. Warranty contract, transfer / assignment**

The warranty contract is concluded exclusively between the Customer and ReWalk and this warranty applies exclusively between the Customer and ReWalk and only to the Product. The Customer may not transfer or assign the warranty or any claim hereunder to any third party without the prior consent of ReWalk.

## **11. Governing law, place of jurisdiction, information under Section 36 German Law Governing Consumer ADR matters (*Verbraucherstreitbeilegungsgesetz*)**

11.1. This warranty is subject to German law. The place of jurisdiction shall be Berlin if the Customer is a merchant (*Kaufmann*) as defined by the German Commercial Code (HGB), a legal person under public law or special funds under public law or does not have his seat or habitual residence in a member state of the European Economic Area. However, ReWalk shall be entitled to bring an action at any other legal place of jurisdiction.

11.2. ReWalk does not, nor is ReWalk obliged to, take part in alternative dispute resolution before any consumer conciliation board.

## **Critical Information**

Thank you for selecting a ReWalk Personal 6.0 System. This information is important; please make special note of your annual Service dates.

## **Warranty with Service**

Each ReWalk Personal 6.0 System purchased after January 1, 2018 comes with a standard 60 months warranty (12 months for rechargeable batteries) in accordance with the attached warranty terms. To qualify for claims under this warranty, you must have the ReWalk Personal 6.0 System serviced annually by ReWalk in accordance with the warranty terms. The warranty does not apply to the external mobile control unit including the integrated product control software, for batteries and for the rubber pads of the forearm crotches.

## Warranty Card ReWalk Personal 6.0

ReWalk Robotics grants the original purchaser in accordance with the enclosed and more detailed warranty conditions, a warranty with service for the warranty period of 60 months (12 months for rechargeable batteries), commencing on the date of delivery and fitting and under the condition that the annual service included in the warranty is utilized. This warranty does not apply for the external mobile control unit including the integrated product control software, for batteries and for the rubber pads of the forearm crutches.

### NAME REWALK USER

### REWALK PERSONAL 6.0 SERIAL NUMBER

### DELIVERY DATE (INCLUDING FITTING)

### SIGNATURE REWALK TECHNICIAN

### SIGNATURE REWALK USER

### ANNUAL SERVICE ACCORDING TO SERVICE LOG

#### DATE

  
12 months after delivery date  
24 months after delivery date  
36 months after delivery date  
48 months after delivery date

#### SIGNATURE REWALK TECHNICIAN

#### ReWalk Robotics GmbH

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