

ProHensor® Limited Warranty

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Marins Inc. ("Marins") provides this Limited Warranty for the ProHensor® terminal device ("Product") purchased from Marins by a licensed prosthetist, clinic, or other professional customer ("Professional Customer").

1. Warranty Coverage

Coverage	Term	Applies To	Notes
Standard Limited Warranty	24 months	ProHensor device, excluding fingers	Covers defects in materials and workmanship and covered functional malfunctions under normal use; Marins will repair or replace at its option.

Fingers and External Components: Fingers and other wear-prone external components are not covered for normal wear. Defects in materials or workmanship are covered under the Standard Limited Warranty.

2. Warranty Start Date

This Limited Warranty begins on the invoice date issued by Marins to the Professional Customer for the Product (or for a replacement component provided by Marins).

3. Remedy

If a covered defect or covered malfunction occurs during the applicable warranty period, and the issue is not excluded, Marins will, at its sole discretion:

- Repair the Product/component, or
- Replace the Product/component with a new or reconditioned product/component of comparable function, as determined by Marins in its sole discretion.

All warranty determinations are made solely by Marins.

4. Authorized Service and Modifications (Fingers)

The ProHensor incorporates field-serviceable, replaceable finger assemblies designed to be replaced in the clinic by a prosthetist (or other trained Professional Customer) in accordance with Marins' instructions and guidelines.

- Finger replacement performed in accordance with Marins' instructions does not void this Limited Warranty.

- Any disassembly, modification, or repair outside Marins' instructions will void warranty coverage for the affected component(s) and, where applicable, any resulting damage to the Product.

5. Definition of Normal Use

"Normal use" means use of the Product consistent with its intended purpose as a body-powered terminal device and in accordance with Marins' instructions for use, care, and maintenance, using compatible prosthetic components and within the Product's design and environmental limits.

Normal use includes routine exposure to rain, snow, dust, dirt, sand, dirty work conditions, and incidental water contact consistent with active daily use. After heavy exposure to water, salt water, pool water, sand, heavy dirt, or debris, the Product must be cleaned, rinsed where appropriate, and dried in accordance with Marins' care and cleaning instructions.

Normal use does not include misuse, abuse, unauthorized modification, improper installation or servicing, submersion, prolonged water exposure, or exposure conditions inconsistent with Marins' instructions for use, care, and maintenance.

6. Exclusions

This Limited Warranty does not cover:

- Normal wear and tear, including surface scratches, scuffs, cosmetic changes, and degradation of wear surfaces from routine use.
- Wear-related finger/external component replacement due to routine use. Defects in materials or workmanship remain covered under the Standard Limited Warranty.
- Use, fabrication, installation, or servicing outside Marins' instructions or recommendations.
- Damage from misuse, neglect, abuse, impact, contamination, improper operation, submersion, or failure to follow Marins' care and cleaning instructions.
- Damage, corrosion, buildup, malfunction, or excessive wear resulting from prolonged water exposure, salt water, pool water, sand, heavy dirt, or failure to rinse and dry the Product after exposure.
- Modifications to the Product or its components without prior written approval from Marins.
- Damage caused by unsuitable environmental conditions or exposure inconsistent with Marins' specifications and care guidance.
- Prosthetic fitting, clinical services, or other provider labor costs related to the Product.

7. Claims Process and Return Requirement

All warranty claims must be initiated by the Professional Customer.

Claims must be submitted within thirty (30) days of discovering the defect or malfunction.

Marins may require return of the Product or affected component for evaluation. For component replacements (including fingers), Marins may provide replacement prior to receiving the returned component.

When Marins provides a replacement in advance, the Professional Customer must return the affected component within 30 days of receipt of the replacement (RMA required). Extensions may be granted at Marins' discretion in writing.

8. Shipping Responsibilities

The Professional Customer is responsible for shipping the Product/component to Marins for inspection.

If Marins confirms the issue is covered, Marins will cover return shipping and/or shipment of replacement parts to the Professional Customer.

9. Limitation of Liability

To the maximum extent permitted by law, Marins shall not be liable for any incidental, indirect, special, or consequential damages arising from use or inability to use the Product, even if advised of the possibility of such damages. Marins' total liability under this Limited Warranty shall not exceed the original purchase price paid to Marins for the Product.

10. Proof of Purchase Required

A valid proof of purchase (Marins invoice) is required for all warranty claims.

11. Non-Transferability

This Limited Warranty is issued to the Professional Customer who purchased the Product from Marins and applies to the Product as provided for the associated patient/end user. It is not transferable to subsequent owners or users.

12. Disclaimer of Implied Warranties

Except as expressly stated herein, Marins disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

13. Governing Law and Jurisdiction

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Limited Warranty shall be subject to the exclusive jurisdiction of the state and federal courts located in Sussex County, Delaware, and each party consents to the personal jurisdiction of such courts.

14. Severability

If any provision of this Limited Warranty is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent.

15. Entire Agreement

This Limited Warranty constitutes the entire agreement between the parties with respect to the warranty of the Product and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to such subject matter. No modification or amendment of this Limited Warranty shall be binding unless in writing and signed by an authorized representative of Marins.

16. Amendment Rights

Marins reserves the right to modify, update, or amend the terms of this Limited Warranty for Products purchased after the effective date of any such modification. Any changes will be posted on Marins' website and will apply only to Products purchased on or after the date of posting. The warranty terms in effect at the time of original purchase shall govern that Product.

17. Contact for Warranty Claims

Marins Inc.

MarinsMed.com

Admin@MarinsMed.com