

## TERMS & CONDITIONS:

### 1. General Conditions:

These terms of delivery and payment shall be deemed part of all offers and contracts for production and delivery of medical products, including customised and no-customised products (Herein referred in this document as the products) as well as their repair, maintenance or improvement in function as per the specific warranty terms based on the respective products by IDEAL ARTIFICIAL LIMBS SOLUTION. Referred in this document as IDEAL ARTIFICIAL LIMBS SOLUTION, including current and future business. No other agreement or terms shall be binding upon IDEAL ARTIFICIAL LIMBS SOLUTION unless specifically made and agreed in writing between the concerned purchase patients.

### 2. Closer and Object of Contract:

The purchase / patient (hereinafter referred in this document as "the purchase") requests to enter into a contact with us by ordering and /or giving us his product for repairing. IDEAL ARTIFICIAL LIMBS SOLUTION accepts this offer to enter into a contract by confirming the order or by doing customization work as requested. However, IDEAL ARTIFICIAL LIMBS SOLUTION shall not be obligated to carry out any work until it is presented with concert to the costs being incurred, normally, In the form of minimum 50% advanced payment unless the product is under warranty and the maintenance work to be carried out is covered fee of cost therein.

The purchase must be shared with IDEAL ARTIFICIAL LIMBS SOLUTION all relevant information needed for carrying out the treatment.

### 3. Price:

The cost quoted shall include GST taxes as specified under government rules and regulations from time to time.

### 4. Transfer of Risk & Delivery:

Irrespective of the person taking the delivery, any risk towards the product shall be transferred or shifted upon the purchaser and /or the patient on the date of delivery.

Quoted delivery dates are not binding unless we explicitly confirm a date as fixed delivery date. No damage claims can be made for delayed delivery. Disturbance for which we are not responsible, the period of delivery shall be extended commensurate to the delay.

### 5. Payment:

The purchase price of a new product or repair of the existing one needs to be paid in advance -i.e., minimum 50%payment of the time of order placement, and balance on or before the day of final delivery. Exceptions required written confirmation of IDEAL ARTIFICIAL LIMBS SOLUTION.

Cheque shall not be deemed as payment until honoured.

The purchaser shall not be refunded once the order is placed and/or the advanced payment if made, suspends payment or make any deduction by the way of set-off for any reason whatsoever. In case any amount is held or sought to be set-off /adjusted unless specifically agreed In writing by IDEAL ARTIFICIAL LIMBS SOLUTION such withholding /set-off will not be accepted as valid discharge of the payment.

## 6. Acceptance & Warranty:

1. The product requires a period of familiarisation. IDEAL ARTIFICIAL LIMBS SOLUTION will make all efforts to make sure that the purchaser's fitting is supported during this period, even after the product is delivered to the purchaser. IDEAL ARTIFICIAL LIMBS SOLUTION has an established follow up protocol which is recommended to be followed for improving outcomes and maintaining the product.
2. After the measurement procedure, if the patient doesn't collect the product within 30 days, the company is not responsible for fitment issues.
3. Satisfaction warranty is 7 days only.
4. All Products have manufacturing warranty only.
5. For the production of the product as well as for repair and maintenance work, our contractual obligation includes the quality of components used in the product and work on the product to be carried out according to state of art. Actual functional, cosmetic and rehabilitation outcomes are subjective and can vary based on the purchaser's gaining or losing weight, residual limbs volume fluctuation, growth, etc.
6. No warranty/guarantee of stump/body part volume fluctuation.
7. No warranty/guarantee of soft goods /physical damage/wear & tear.
8. In case of defects in repairs, maintenance work and product produced by IDEAL ARTIFICIAL LIMBS SOLUTION, we will correct them within specified time agreed by both.
9. A specific warranty document is issued to the purchaser at the time of delivery of the product (if applicable)which is mentioned in your bill. Details of the warranty in various components can also be found at [www.iasgroups.in](http://www.iasgroups.in) The time for replacement or repair shall not be counted as part of the duration of the warranty period (The warranty period shall start from the purchase date of the specific product as per the details provider).
10. All travel costs incurred by the purchaser for filament or arising from a complaint are not to be become by the purchaser.
11. IDEAL ARTIFICIAL LIMBS SOLUTION shall be only responsible for the product and /or components and/or specification covered under warranty period.

## 7. Additional Obligations:

IDEAL ARTIFICIAL LIMBS SOLUTION shall keep customised medical products handed over to IDEAL ARTIFICIAL LIMBS SOLUTION with customary care.

## 8. Liability & Refund:

1. The result/outcome of treatment of a medical device/ procedure can vary owing to the purchaser's medical condition. Hence the initial choice of components and hence cost of treatment may change during the treatment.
2. In case of failure in medical devices or observing Ideal Artificial limbs Solution instructions for use or otherwise. Ideal Artificial limbs Solution shall not be held liable for any damage or liability to the products or to the purchaser under any circumstances and refund will not be initiated.
3. By starting the treatment, we incur costs by using components which cannot be re-used and by using valuable professional time. For unforeseen reasons, If the treatment is discontinued as per situation mentioned below, certain deductions will be made from the advance paid. These deductions are based on the stage of the treatment the purchaser is in:

Stage	Minimum Deduction
Plaster Cast and Measurement Taken	25% of the Quoted /Invoice Value
Trail Device Built	50% of the Quoted /Invoice Value
Final Customised Medical Device Built, yet to Deliver	100% of the Quoted /Invoice Value

4. When the prosthetic/orthotic device is under trail/after the product is delivered, no refund will be made, no exchange. No Return.
5. No refund would be made if advanced is made in cash, paid directly or deposited in the bank
6. The image/video/photography of the device shown may vary in original because each and every device is customised according to the patient condition, shape, size if the customer/patient has imagined their own the Ideal Artificial limbs Solution is not responsible for it.
7. IDEAL ARTIFICIAL LIMBS SOLUTION use components from best brands and components are extremely robust and usually don't fail. In rare cases of failures/repairs required, we are not liable to provide loaner units, except in cash of mechanical knees, and that too only within the warranty period.
8. In case of products once sold, delivered and under the warranty period is in any capacity operated, repaired, etc. by any third party other than Ideal Artificial limbs Solution affiliates or authorised representative (if specifically appointed) shall no more be considered under the warranty period and the purchaser shall be solely responsible towards any cost and liability towards the same.
9. Follow up protocol for orthotic device is two months and prosthetics device three months.

## 9. Retention of Title:

1. The part used to build the product or its components to carry out our work shall remain our property until full payment has been made.
2. Further, for any replacement or any minor or major change/s made to the product and / or any defective components/s in the product, IDEAL ARTIFICIAL LIMBS SOLUTION shall hold title or claim to the defective components and / or the products (in parts or in total).
3. In any case of failure and/or part payment of the product/s, etc. by the purchaser, the purchaser shall not be allowed to retain all or any part/s of the product/s. IDEAL ARTIFICIAL LIMBS SOLUTION shall always retain title over such products (in part or in full).
4. In case of payment default, there will be a rescission of the contract.

## 10. Place of Fulfilment:

1. The place of fulfilment is IDEAL ARTIFICIAL LIMBS SOLUTION place of business.

## 11. Validity of Terms:

Should any clause under this contract become invalid in full or in part, this shall not affect the validity of the remaining clauses or remaining parts of the clause concerned.

## 12. Data Protections:

1. IDEAL ARTIFICIAL LIMBS SOLUTION respects privacy of our purchaser and will never share your data for commercial or noncommercial reasons without the purchaser's consent. Only with the patient consent the photo and videos are used for awareness, motivational, promotional and education purposes.
2. The purchaser reserves the right to revoke, at any time and without having to state reasons, the consent you gave to Ideal Artificial limbs Solution for collecting and using your data to contact you.

## 13. Governing Law:

Any dispute herein shall be subject to Delhi laws and any disputes arising out of or in connection with terms herein shall be subject to the exclusive jurisdiction of courts in India. For the purpose of legal jurisdiction this shall be deemed to have been concluded at Delhi and only the courts of Delhi shall have jurisdiction to try all cases/ Suits arising herein, unless otherwise specifically agreed in writing under their respective contract or agreement between IDEAL ARTIFICIAL LIMBS SOLUTION and the concerned purchaser/user, if any.

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**Patient Signature & Thumb Impression .**