Terms and Conditions

Terms of Sale

Ability Dynamics, LLC invoices are due and payable within 30 days (net 30) of the invoice date. Payment must be made in U.S. dollars and all major credit cards, checks, and ACH payments are accepted. Please call (480) 588-6328 to make credit card or ACH payments. Ability Dynamics, LLC reserves the right to alter product design, specifications, materials and prices without prior notice.

New Accounts

- **Opening an Account** - when a customer places its initial order, an open account is established. A completed credit application is required to be submitted to Ability Dynamics, LLC prior to processing a second order from a customer. The review and approval process typically takes no longer than 24 hours from receipt of the application. Customers can obtain a credit application by telephone at (480) 745-3098, by email at orders@abilitydynamics.com or on our website at www.rushfoot.com.
- **Placing an Order** – orders can be placed by calling Customer Service at (480) 745-3099, by faxing an order form to (480) 361-4526, by emailing an order form to orders@abilitydynamics.com, or by submitting an online order on Ability Dynamic's website at www.rushfoot.com. Please call the Customer Service Department to obtain a blank order form for faxing/emailing purposes.

Shipping

Product shipments are shipped F.O.B. (Freight on Board) from Ability Dynamics, LLC, meaning that shipments are the customer's responsibility once they leave Ability Dynamic's facilities. Customers may select a specific shipment method.

Damaged Goods

At the time a shipment from Ability Dynamics, LLC has been accepted by the shipping company, the risk of loss transfers to the customer. If the customer receives damaged goods, the customer should immediately contact the shipping company to submit a claim of damaged goods.

Return Policy

All items being returned to Ability Dynamics, LLC require a Return Authorization number (R.A. #). Please call Ability Dynamics, LLC's Customer Service Department at (480) 745-3099 for authorization. No returns will be accepted after 60 days from the date the shipment is received by the customer. Returns will not be accepted without an R.A. #, so please place the provided R.A. # on the shipping package or on the packing slip. Foot covers/shells are not eligible as a stand alone item as it pertains to the 60-day trial period.

The following information will need to be provided when a customer is requesting an R.A. #: Company name, invoice number, reason for return, serial number, description and quantity for items being returned.

All items being returned should be shipped to:

Ability Dynamics, LLC
1236 West Southern Avenue, Suite 101
Tempe, AZ 85282

Warranty

Ability Dynamics, LLC warrants all of its products and services, to the original purchaser, to be free from defects in workmanship and materials. This warranty applies when the products are used as intended, without modifications that are unapproved. Also, this warranty applies only when Ability Dynamics, LLC instructions and requirements have been followed and when the products have been fitted by or under the direct supervision of certified/licensed or qualified practitioners. Any product found to be defective, when used in a customary and proper manner according to published Instructions for Use, shall at Ability Dynamics, LLC's discretion be repaired at our expense, or replaced at no charge with the same item.

The warranty period for the HiPro, LoPro, RUSH ROGUE, H2O HiPro/LoPro/ROGUE and RUSH ROVER is 36 months from the date the shipment is received by the customer. The warranty period for the Chopart® is 24 months from the date the shipment is received by the customer. The warranty period for the RUSH Kid®is 18 months from the date the shipment is received by the customer. The warranty period for cosmetic foot covers is 6 months from the date the shipment is 6 months from the date the shipment is received by the customer. The H2O feet are intended for water or barefoot activities. Damage due to extreme terrain exposure will void the warranty of the H2O feet.

This limited warranty does not cover labor, freight charges, or damage due to accidents, neglect, misuse or operation beyond capacity, parts damaged by improper installation, substitution of parts not approved by Ability Dynamics, LLC, any alteration or repair by others that, in Ability Dynamics, LLC's judgment, materially or adversely affects the product or part. Ability Dynamics will not warrant products in circumstances in which the claimant did not originally order and purchase a RUSH foot product directly through Ability Dynamics or one of its approved and contracted distributors, and/or the warranty data provided for the patient does not match the patient data from the original order.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY ABILITY DYNAMICS, LLC. THE SOLE AND EXCLUSIVE LIABILITY OF SUPPLIER HEREUNDER SHALL BE TO REPLACE, REPAIR OR REFUND THE PURCHASE PRICE OF A DEFECTIVE PRODUCT, AS DESCRIBED ABOVE. NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING WARRANTIES SHALL BE BINDING AGAINST THE SUPPLIER, UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED EXECUTIVE OFFICER OR SUPPLIER.

ABILITY DYNAMICS™
Call toll-free at 855-450-7300
or visit us at rushfoot.com.
Proudly handcrafted in the U.S.A.