



# MCGINLEY ORTHOPEDICS

ENGINEERING MEDICAL PROGRESS

## INTELLISENSE DRILL TECHNOLOGY® WARRANTY

### McGinley Orthopaedic Innovations, LLC ("MOI") 3-Year Product Limited Warranty

#### DISCLAIMER

MOI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE STATED IN THIS PRODUCT LIMITED WARRANTY. MOI EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR OF TECHNOLOGICAL VALUE. CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE EXCLUDED FROM THIS PRODUCT LIMITED WARRANTY.

#### WARRANTY TERMS

##### What Does This Warranty Cover?

This Warranty covers only defects in materials and workmanship in the product with which this Warranty was packaged. All software upgrades released during the warranty period will be installed as part of the warranty purchase. MOI does not warrant the operation of any products will be completely error-free or uninterrupted.

##### Who Does This Warranty Cover?

This Warranty covers only this product's original purchaser. It is not transferable under any circumstance.

##### How Long Does This Warranty Last?

This warranty lasts for thirty-six (36) months from the date of purchase, defined as the date this product was purchased new from a person or entity authorized to sell this product.

##### What Does MOI Warrant and What Will MOI Do?

MOI warrants that when appropriately used and maintained, in compliance with its "Instructions for Use," this product will be free from defects in materials and workmanship, and will conform in all material respects to the technical specifications stated in the product manual. MOI may, in its sole discretion, use refurbished parts. MOI's use of refurbished parts does not impact this Warranty.

During the warranty period, MOI has sole discretion to elect the remedy to address any product defect. The possible remedies include repairing this product, replacing this product, or refunding the purchase price. MOI will determine what remedy is appropriate, in its sole discretion. MOI's decision will be final and will constitute the purchaser's sole and exclusive remedy. MOI will bear the reasonable cost of any mailing/shipping necessary to repair or replace this product.

MOI reserves the right to investigate any claim of defect regarding this product. You agree to cooperate fully and in a timely manner with any MOI investigation regarding a claim of defect in this product.

If you insure this product with third-party insurance, and MOI subsequently replaces or repairs this product per this Warranty, you agree to assign to MOI the proceeds of insurance up to the cost of the repair or replacement.

##### What Is Your Responsibility?

###### To have the protections of this Warranty, you must:

- Register this product with MOI, per the instructions below, no later than fifteen (15) days after the date of purchase;
- Use this product only for the purpose stated in its "Instructions for Use" and in the manner required by its "Instructions for Use";
- Use this product with reasonable care at all times;
- Properly store and maintain this product, per its "Instructions for Use";
- Stop using this product once you know or should know of an alleged defect;
- Notify MOI, in writing, of an alleged defect no later than fifteen (15) days after you know or should have known of the alleged defect. This notice must be sent to the address listed below under REGISTRATION INSTRUCTIONS;
- Provide, with your written notice of defect, a copy of your receipt of purchase demonstrating that you were the original purchaser of this product; and
- Fully cooperate with any MOI investigation into the defect you alleged, including but not limited to timely responding to all reasonably requests MOI makes while conducting its investigation.

234 E. 1<sup>st</sup> Street #242 Casper, WY 82601  
307.315.6403  
[www.mcginleyorthopedics.com](http://www.mcginleyorthopedics.com)  
[support@mcginleyinnovations.com](mailto:support@mcginleyinnovations.com)



McGinley Orthopedics  
McGinley Innovations  
McGinley Education  
McGinley Manufacturing



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#### To receive software upgrades, you must:

- Return your IntelliSense Controller in good working order to MOI; and
- Cover the costs of shipping to and from MOI.

#### What Voids This Warranty?

##### This Warranty is void if any of the following occur:

- You fail to comply with any requirement in the above section entitled "What Is Your Responsibility?";
- Anyone other than an employee or agent of MOI makes or attempts to make any modification, repair, attachment, addition, or other alteration to this product;
- MOI determines this product has been misused or abused in any way;
- The purchaser fails to respond in a timely manner to all reasonable requests made by MOI in conjunction with any MOI investigation into an alleged defect;
- This product is resold, leased, rented or otherwise transferred for use by any person or entity other than the original purchaser;
- This product is damaged by an act of God.

#### What Other Terms Apply to This Warranty?

MOI's decision not to enforce any term of this Warranty and Disclaimer does not constitute a waiver of MOI's right to enforce that term in the future.

The laws of the State of Wyoming govern this Warranty and any legal disputes arising out of this Warranty or your use of this product. By purchasing this product you agree that any legal action regarding this product or this Warranty will occur in Natrona County, Wyoming.

The voiding of this Warranty, regardless of the reason, has no impact on the Disclaimers above. All Disclaimers remain in full force and effect despite the voiding of this Warranty.

This Warranty is severable. Therefore, if any term of this Warranty is found to be unenforceable, all other terms will remain in full force and effect.

In no event shall MOI be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of your use or inability to use any MOI products. Additionally, no distributor, dealer, or other party is authorized to make any warranty on behalf of MOI, or to assume any other liability with respect to its products.

### REGISTRATION INSTRUCTIONS

To register this product and activate your warranty, you must return the registration card included with this warranty to the following physical or email address:

McGinley Orthopaedic Innovations  
234 E. 1<sup>st</sup> Street STE 242  
CASPER, WY 82601

[support@mcginleyinnovations.com](mailto:support@mcginleyinnovations.com)

**FAILURE TO REGISTER THIS PRODUCT DOES NOT NEGATE THE DISCLAIMERS CONTAINED ABOVE.**

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[support@mcginleyinnovations.com](mailto:support@mcginleyinnovations.com)



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### REGISTRATION CARD

#### Customer Information:

FACILITY NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAIN PHONE: \_\_\_\_\_

#### Facility Contact:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

#### IntelliSense® Product Serial Number(s):

Drill: \_\_\_\_\_

Controller: \_\_\_\_\_

**PURCHASE DATE:** \_\_\_\_\_

**You will be contacted when this warranty is within 30 days of renewal.**

