

LIMITED WARRANTY – Powerchair

PLEASE NOTE: THE WARRANTY BELOW HAS BEEN DRAFTED TO COMPLY WITH FEDERAL LAW APPLICABLE TO PRODUCTS MANUFACTURED AFTER JULY 4, 1975.

This warranty is extended only to the original purchaser who purchases this product within any country when new and unused from Otto Bock HealthCare (Ottobock) or a dealer. This warranty is not extended to any other person or entity and is not transferable or assignable to any subsequent purchaser or owner. Coverage under this warranty will end upon any such subsequent sale or other transfer of title to any other person.

This warranty gives the original purchaser specific legal rights and such person may also have other legal rights which vary from state to state.

Ottobock warrants the base frame to be free from defects in materials and workmanship for a period of five (5) years from the date of purchase from Ottobock or a dealer, with a company of the seller's invoice required for coverage under this warranty. Ottobock warrants all electronics and electrical components (excluding batteries), 2-pole and 4-pole motors, power seating actuators and gearboxes to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase from Ottobock or a dealer, with a copy of the seller's invoice required for coverage under this warranty. Ottobock warrants all batteries to be free from defects in material and workmanship for a period of six (6) months from the date of purchase from Ottobock or a dealer, with a copy of the seller's invoice required for coverage under this warranty. Ottobock warrants all remaining components (excluding all upholstered materials, padded materials, tires and wheels) to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase from Ottobock or dealer, with a copy of the seller's invoice required for coverage under this warranty. If within such warranty periods any such product component shall be proven to be defective, the product component shall be repaired or replaced, at Ottobock's option. This warranty does not include any labor or shipping charges incurred in replacement part installation or repair of any such product. Ottobock's sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement.

For warranty service, please contact the dealer from whom you purchased your Ottobock product. In the event you do not receive satisfactory warranty service, contact Ottobock Customer Service at 1-800- 328-4058. Provide dealer's name, address, date of purchase, indicate nature of the defect and, if the product is serialized, indicate the serial number. Do not return products to Ottobock's location without our prior consent.

LIMITATIONS AND EXCLUSIONS: THE FOREGOING WARRANTY SHALL NOT APPLY TO SERIAL NUMBERED PRODUCTS IF THE SERIAL NUMBER HAS BEEN REMOVED OR

DEFACED, PRODUCTS SUBJECT TO NEGLIGENCE, ACCIDENT, IMPROPER OPERATION, MAINTENANCE OR STORAGE, COMMERCIAL OR INSTITUTIONAL USE, PRODUCTS MODIFIED WITHOUT OTTOBOCK'S EXPRESS WRITTEN CONSENT (INCLUDING, BUT NOT LIMITED TO, MODIFICATION THROUGH THE USE OF UNAUTHORIZED PARTS OR ATTACHMENTS); PRODUCTS DAMAGED BY REASON OF REPAIRS MADE TO ANY COMPONENT WITHOUT THE SPECIFIC CONSENT OF OTTOBOCK, OR TO A PRODUCT DAMAGED BY CIRCUMSTANCES BEYOND OTTOBOCK'S CONTROL, AND SUCH EVALUATION WILL BE SOLELY DETERMINED BY OTTOBOCK. THE WARRANTY SHALL NOT APPLY TO PROBLEMS ARISING FROM NORMAL WEAR AND TEAR OR FAILURE TO ADHERE TO THE PRODUCT INSTRUCTIONS. A CHANGE IN OPERATING NOISE, PARTICULARLY RELATIVE TO MOTORS AND GEARBOXES DOES NOT CONSTITUTE A FAILURE OR DEFECT AND WILL NOT BE REPAIRED; ALL DEVICES WILL EXHIBIT CHANGES IN OPERATING NOISE DUE TO AGING.

THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE SOLE REMEDY FOR VIOLATIONS OF ANY WARRANTY WHATSOEVER, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT PURSUANT TO THE TERMS CONTAINED HERIN. THE APPLICATION OF ANY IMPLIED WARRANTY WHATSOEVER SHALL NOT EXTEND BEYOND THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN AND OTTOBOCK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER; SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR LIMITATION OF HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. THIS WARRANTY SHALL BE EXTENDED TO COMPLY WITH STATE/PROVINCIAL LAWS AND REQUIREMENTS.