

# permobil WARRANTY SUMMARY

## THREE YEAR LIMITED PRODUCT WARRANTY

*The three year warranty applies to all Permobil power wheelchairs sold in Canada.*

Permobil Ltd. ("Permobil") warrants the above-listed Permobil wheelchairs to be free from defects in material and workmanship for a period of three years under proper use, maintenance and care according to the owner's manual, warnings and instructions accompanying the product, with the following specific exceptions: 1) Batteries are covered by a separate warranty provided by the battery manufacturer; 2) Any ROHO cushion included with the product is covered by a separate warranty provided by ROHO.

Permobil warrants the chassis frame for the lifetime of the initial purchaser as defined below. The Corpus© Seating System has a two year warranty. The express warranty set forth herein ("the Warranty") is subject to all terms set forth herein below.

### COMMENCEMENT OF WARRANTY PERIOD

The Warranty shall begin on the date the product is first delivered to the customer, or forty (40) days from the date the product is shipped to the dealer by Permobil, whichever comes first.

### REPAIR OR REPLACEMENT

For warranty service, customers must contact the dealer from whom the product was purchased. In the event of a defect in material or workmanship, the dealer must obtain a return authorization (RA) number from Permobil and the product must be shipped to a service center designated by Permobil. Permobil will repair or, at Permobil's option, replace any product covered by the Warranty, subject to the terms set forth herein.

If you do not receive satisfactory warranty service or you cannot locate the dealer from whom the product was purchased, please call Permobil's Technical Service Supervisor at (800) 736-0925. Do not return products to Permobil without Permobil's prior written consent. Returns must be shipped with freight pre-paid. Permobil recommends that you insure the product for its full replacement cost when shipping.

### DISCLAIMER & LIMITATIONS OF REMEDIES

The Warranty is made in lieu of and supersedes all other warranties or conditions, whether express, implied, collateral, statutory, common law, the Uniform Commercial Code or otherwise, of merchantability or fitness for a particular purpose or general use.

The Warranty covers parts only. Labor, service calls, shipping costs and other charges incurred for the repair of the product are not included in the Warranty, unless specifically authorized by Permobil.

The Warranty is effective only if the product is purchased from an authorized Permobil dealer. The Warranty is available only to the initial purchaser of the product from an authorized Permobil dealer.

Parts subject to "normal wear and tear," including but not limited to cushions, pads, upholstery, tires and tubes, brake pads, fuses, bulbs, and grips, are not covered in the Warranty except as it applies to defects in material or construction of those parts.

The Warranty will be void if the original Permobil serial number tag on the product has been removed, altered or defaced.

The following is not intended to limit the application of any relevant consumer protection laws. In no event shall Permobil be liable for any

direct, indirect, incidental, consequential, remote, punitive, exemplary or specific damages resulting from any defect in this product. These include but are not limited to any damages in the form of lost profits, loss of use, legal fees, economic loss, personal injuries, or any other damages caused by circumstances beyond the control of Permobil. In no event shall damages for breach of any warranty exceed the original cost of the product.

The use or installation of non-Permobil issued equipment or parts, or the repair or replacement of parts by anyone other than an authorized Permobil dealer, may void the Warranty.

The Warranty is contingent upon the proper use, maintenance and care of the product. The Warranty may be void if the product has been used in a manner contradictory or in violation of the terms of the owner's manual, warnings or instructions accompanying the product, including but not limited to exceeding the maximum weight limit of the product, or using the product with tie downs or locking, clamping, or other restraint systems. The Warranty may also be void if the product has been repaired or any part replaced by persons other than Permobil or an authorized Permobil dealer.

The addition of equipment or features to the product that are not manufactured or recommended by Permobil could affect the intended function of the Permobil product, and therefore may void the Warranty.

Permobil cannot guarantee the continued performance or safety of the product if it is subject to acts of God or Nature, including but not limited to water, floods, wind, tornado, earthquake or fire, or involved in automobile accidents or extraordinary impact events, such as dropping or crushing. Such extraordinary events to products covered by this Warranty may create considerable damage that may be imperceptible to an inspection. Any damages caused by these types of events are not covered by the Warranty.

The exclusion and limitations to the Warranty apply to the maximum extent permitted by law and unless restricted or prohibited by law. The laws of your jurisdiction may restrict or prohibit some of the restrictions in the Warranty, in which case such restrictions do not apply to you. Where any term of this Warranty is prohibited by applicable law, it shall be null and void, but the remainder of this Warranty shall remain in effect.

### AMENDMENTS

No person is authorized to alter, extend or waive the Warranty of Permobil.