



LIMITED WARRANTY POWER WHEELCHAIRS

This warranty is extended only to the original purchaser/user of our products. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

ActiveCare warrants this product to be free from defects in materials and workmanship, for the following periods:

<u>Five Years</u>	<u>Three Years</u>	<u>12 Months</u>	<u>6 Months</u>
▪ Base frame	▪ Seat frame	▪ Electronic controllers ▪ Motor & Brake (electronic function only) ▪ Charger ▪ Any other electrical subassembly	▪ Batteries

If within such warranty periods any such part shall be proven to be defective, such part shall be replaced. This warranty does not include any labor or shipping charges incurred in the installation of any such replacement part. ActiveCare's sole obligation, and your exclusive remedy under this warranty, shall be limited to such replacement.

For warranty service, please contact the dealer from whom you purchased your ActiveCare product. In the event you do not receive satisfactory warranty service, please write directly to ActiveCare at this address:

ActiveCare Medical
2 Harbison Way
Columbia, SC 29212

Provide dealer's name, address, and date of purchase, indicate nature of the defect and, if the product is serial numbered, indicate the serial number. Do not return products to ActiveCare 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, IF THE PRODUCTS HAVE BEEN SUBJECT TO ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, MISHANDLING, MISAPPLICATION, COMMERCIAL USE, ACTS OF GOD, ALTERATIONS OR MODIFICATIONS NOT AUTHORIZED BY ACTIVECARE, INCLUDING BUT NOT LIMITED TO, MODIFICATION THROUGH THE USE OF UNAUTHORIZED



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PARTS OR ATTACHMENTS; PRODUCTS DAMAGED BY REASON OF REPAIRS MADE TO ANY COMPONENT WITHOUT THE SPECIFIC CONSENT OF ACTIVECARE, OR TO A PRODUCT DAMAGED BY CIRCUMSTANCES BEYOND ACTIVECARE'S CONTROL, SUCH EVALUATION WILL BE SOLELY DETERMINED BY ACTIVECARE. THE WARRANTY SHALL NOT APPLY TO PROBLEMS ARISING FROM NORMAL WEAR OR FAILURE TO ADHERE TO THESE INSTRUCTIONS. A CHANGE IN OPERATING NOISE, PARTICULARLY RELATIVE TO MOTORS AND GEARBOXES DOES NOT CONSTITUTE A FAILURE. ALL SUCH DEVICES WILL EXHIBIT A CHANGE 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 REPLACEMENT OF THE DEFECTIVE PRODUCT PURSUANT TO THE TERMS CONTAINED HEREIN, THE APPLICATION OF ANY IMPLIED WARRANTY WHATSOEVER SHALL NOT EXTEND BEYOND THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN. ACTIVECARE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

THIS WARRANTY SHALL BE EXTENDED TO COMPLY WITH STATE/PROVINCIAL LAWS AND REQUIREMENTS.