

XII. AMYLOR - LIMITED WARRANTY

GENERAL WARRANTY INFORMATION

1. LIMITED WARRANTY

From the date of first customer purchase only, **AMYLOR** will repair or replace, free of charge, parts deemed defective in material and/or workmanship by **AMYLOR** according to the schedule below.

Not complying with printed instructions, warnings and notices in this Owner's Manual or those indicated on your **AMYLOR** product, may not only result in personal injury or product damage, but it will void the **AMYLOR** product warranty.

WARRANTY

- Five (5) years: main frame, seat frame, seat frame mounting brackets and power module mounting brackets. **(See note #1)**
- One (1) year: charger, joystick, specialty controls, electrical harnesses, breaker assembly, activation switches, motor/gearbox assembly, power seat modules, accessories, front riggings, armrests, caster forks, power modules, actuators and batteries. **(See note #1)**
- Six (6) months: bearings and bushings. **(See note #1)**
- Ninety (90) days: upholstery and seating, pads (all types), plastic or rubber parts and painted surfaces due to poor adhesion. **(See notes #1 & #2)**

NOTE #1 - WARRANTY EXCLUSIONS:

Exclusions also include components with damage caused by:

- Physical damages due to impacts;
- Contamination;
- Abuse, misuse, accident, or negligence;
- Commercial use, or use other than normal;
- Improper operation, maintenance, or storage;
- Gradual deterioration in performance caused by the battery being left in a discharged state; left in cold conditions for an extended period of time; or worn out through heavy use or abuse.

NOTE #2 - WARRANTY EXCLUSIONS:

This warranty only covers to defective parts in material and/or workmanship and does not cover components which are required to be replaced after normal wear and tear.

- ABS plastic shrouds;
- Motor brushes;
- Tires and tubes;
- Upholstery and seating;
- Pads (all types);
- Painted surfaces;
- Circumstances beyond the control of **AMYLOR**;
- Labor, service calls, shipping, and other charges incurred for repair of the product, unless PRIOR authorization by **AMYLOR**;
- Repairs and/or modifications made to any component without specific consent from **AMYLOR**.

2. REPLACEMENT PARTS LIMITED WARRANTY

PARTS AVAILABILITY

AMYLOR will make every effort to supply parts for five (5) years after a product has been discontinued. In the event that a supplier can no longer provide the original part, or a replacement part option, steps will be taken to ensure a satisfactory resolution to the issue on behalf of all parties involved.

Please visit **AMYLOR**'s website at www.amylor.com under Support/Parts Manual for current, serviceable and discontinued parts and assemblies on specific models.

LIMITED WARRANTY

AMYLOR warrants any spare parts sold by **AMYLOR** for use in any of **AMYLOR** power wheelchairs, and any replacement parts used in repairs performed by an authorized **AMYLOR** supplier, to be free from defects under proper use and maintenance according to the Owner's Manual, warnings and instructions accompanying the product.

The warranty covering spare or replacement parts shall begin on the date the spare or replacement part is first shipped and invoiced to the customer. Not complying with printed instructions, warnings and notices in this Owner's Manual or those indicated on your **AMYLOR** product, may not only result in personal injury or product damage, but it will void the **AMYLOR** product warranty.

WARRANTY

- Five (5) years: main frame, seat frame, seat frame mounting brackets and power module mounting brackets. (See note #3)
- Six (6) months: charger, joystick, specialty controls, electrical harnesses, breaker assembly, activation switches, motor/gearbox assembly, power seat power modules, accessories, front riggings, armrests, caster forks, power modules, actuators and batteries. (See note #3)
- Three (3) months: bearings and bushings. (See note #3)
- Thirty (30) days: upholstery and seating, pads (all types), plastic or rubber parts and painted surfaces due to poor adhesion. (See notes #3 & #4)

NOTE #3 - WARRANTY EXCLUSIONS:

Exclusions also include components with damage caused by:

- Physical damages due to impacts;
- Contamination;
- Abuse, misuse, accident, or negligence;
- Battery fluid spillage or leakage;
- Commercial use, or other than normal use;
- Improper operation, maintenance, or storage;
- Gradual deterioration in performance caused by the battery being left in a discharged state; left in cold conditions for an extended period of time; or worn out through heavy use or abuse.

NOTE #4 - WARRANTY EXCLUSIONS:

This warranty only covers to defective parts in material and/or workmanship and does not cover components which are required to be replaced after normal wear and tear.

- ABS plastic shrouds;
- Motor brushes;
- Tires and tubes;
- Upholstery and seating;
- Pads (all types);
- Painted surfaces;
- Circumstances beyond the control of **AMYLIOR**;
- Labor, service calls, shipping, and other charges incurred for repair of the product, unless PRIOR authorization by **AMYLIOR**;
- Repairs and/or modifications made to any part without specific consent from **AMYLIOR**.

3. REGULATORY REQUIREMENTS

PARTS AVAILABILITY

AMYLIOR takes its regulatory responsibility seriously. According to Health Canada, FDA, EU MDR regulations regarding Complaint Handling, **AMYLIOR** requires that all products be sent back for proper evaluation. This means that for any repair/replacements claims you may have, you will be requested to send the product back to **AMYLIOR** each and every time.

4. RETURNS POLICY

NOTE - In order to process your return as efficiently as possible, and prevent delays on possible credits, please carefully follow the instructions below:

GENERAL RETURNED GOODS

Products may be returned to **AMYLIOR** only with prior authorization from **AMYLIOR** Customer or Technical Support in the form of a Return Material Authorization (RMA) number.

TECHNICAL SUPPORT

T/F PHONE: 1 888 453-0311

DIRECT OR INTERNATIONAL: +1 450 424-0288

USA

AMYLIOR

178 West Service Rd.
Champlain NY
12919

CANADA

AMYLIOR

3190 F.-X.-Tessier
Vaudreuil-Dorion QC
J7V 5V5

If you are an authorized supplier, all requests for a Return Material Authorization (RMA) must include the following:

- a) Reason for return;
- b) Item number (part ID) and quantity;
- c) At least one of the following references: invoice number, original sales order number or packing slip number;
- d) Original purchase order number and date;
- e) Serial number(s) if applicable.

The Return Material Authorization (RMA) number must clearly be visible on the outside of the package.

All approved returns must be shipped at authorized supplier's expense using their preferred carrier.

Returns will not be accepted by **AMYLIOR** if items are returned beyond 180 days after the RMA has been issued.

RETURNS WARRANTY

NOTE - All of the information in GENERAL RETURNED GOODS section above applies.

If you are the end-user of the product, your return must go through an authorized **AMYLIOR** supplier. Please contact the authorized supplier who supplied you with the product.

All seating components must be returned inside sealed plastic bags.

All products returned for evaluation must be cleaned and disinfected (using suitable commercial cleaning product) prior to shipping to **AMYLIOR**.

Replacement products sent out by **AMYLIOR**, are billed to the recipient and later credited if the returned product is approved for warranty coverage following **AMYLIOR**'s evaluation.

In order for **AMYLIOR** to ship a replacement product, the authorized supplier must provide a PO number for tracking purposes.

RETURNED GOODS FOR REPAIRS

NOTE - All of the information in GENERAL RETURNED GOODS section above applies.

If you are the end-user of the product, your return must go through an authorized **AMYLIOR** supplier. Please contact the authorized supplier who supplied you with the product.

All products returned for repairs must be cleaned and disinfected (using suitable commercial cleaning product) prior to shipping to **AMYLIOR**.

When returning a wheelchair for repair, DO NOT include any removable seating components (seat cushion). **AMYLIOR** is not responsible for loss or damaged seating components sent with returned wheelchair.

SHIPPING AND HANDLING FEE

All approved returns must be shipped at the authorized supplier's expense using his preferred carrier. Cost of shipping replacement products is paid by **AMYLIOR**.

LABOR FEE

Labor fee is \$100.00 per hour.

All replacement/repair work on a product, whether covered under warranty or not, are subject to a labor fee.

If a product is returned for warranty consideration but **AMYLIOR**'s evaluation shows that the components requiring repair replacement is a result of customer abuse, a quote for parts and labor will be submitted for approval.

Under no circumstances will product be returned to an authorized supplier if any component is deemed to be unsafe. Safety issues must be resolved before the product can be shipped back.

5. PRODUCT FOR RESTOCK

NOTE - All of the information in GENERAL RETURNED GOODS section above applies.

Returns for restock will not be accepted by **AMYLIOR** if the product is returned beyond 180 days of the original shipping date.

Custom-made wheelchairs/products (Custom-Zone) and custom Deluxe CG Air Cushions are not eligible for return regardless of order date.

Product must be saleable (I.e. not a discontinued or used item) and must be properly packaged. Product/part returns which are not approved will not be accepted by **AMYLIOR**.

Returned merchandise is subject to a restocking fee.

RESTOCKING FEES

Product/part returns for warranty (i.e. product defects) are subject to an **AMYLIOR** evaluation but not subject to a restocking fee.

Products or parts returns for non-warranty items (e.g. authorized supplier error, overstock) are subject to **AMYLIOR** evaluation and are subject to a restocking fee based on the following schedule:

- Non-warranty orders shipped within 90 days of request for return authorization are subject to a 20% restocking fee.
- Non-warranty orders shipped beyond 90 days but within 180 days of request are subject to a 50% restocking fee.
- Restocking fee amounts are calculated based on the invoiced value of the product.

XIII. DISCLAIMER AND WARRANTY

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.

1. DISCLAIMER

AMYLIOR does not claim any therapeutic effectiveness from its products, but does claim its products to be safe.

2. LIMITED WARRANTY

This warranty does not include any labor or shipping charges incurred in replacement part installation or repair of any such product. **AMYLIOR's** sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement.

The sole obligation of **AMYLIOR** under this warranty shall be to repair or replace any components which are found to be defective. For warranty service, contact the authorized supplier from which the system was purchased. The purchaser (user) of the product is responsible for returning the product to the authorized supplier.

Any defective component, once replaced under warranty, shall become the property of **AMYLIOR**. If further service is required, please contact **AMYLIOR** at 1 888 453-0311 or +1 450 424-0288.

DO NOT return products to our factory without our prior consent.

3. LIMITATIONS AND EXCLUSIONS

The foregoing warranty shall apply only to the original purchase and shall not apply to serial numbered products if the serial number has been removed or defaced, products subjected to negligence, accident, improper operation, maintenance or storage, commercial or institutional use, products modified without **AMYLIOR's** express written consent (including, but not limited to, modification through the use unauthorized parts or attachments; products damaged by reason of repairs made to any component without the specific consent of **AMYLIOR**, or to a product damaged by circumstances beyond **AMYLIOR's** control, and such evaluation will be solely determined by **AMYLIOR**).

The warranty shall not apply to problems arising from normal wear or for not following the instructions in this Owner's Manual.

The foregoing warranty is exclusive and in lieu of all other expressed warranties. Implied warranties, if any, including the implied warranties of merchantability and fitness for a particular purpose, shall not extend beyond the duration of the expressed warranty provided herein and the remedy for violations of any implied warranty shall be limited to repair or replacement of the defective product pursuant to the terms contained herein.

AMYLIOR shall not be liable for any consequential or incidental damages whatsoever.

Some jurisdictions do not allow the exclusions or limitation of incidental or consequential damages, or limitation on the length of an implied warranty. Local laws should be reviewed to determine if the above exclusions and limitations apply.

4. ACCIDENTS AND EXTRAORDINARY EVENTS POLICY

Quality is one of our company's most important priorities and we strive to ensure that our products and services live up to our high standards. However, if certain extraordinary events occur to our wheelchairs, we cannot guarantee the continued performance or safety of our product.

AMYLIOR cannot guarantee the continued performance or safety of its products that are subject to acts of God or nature, including but not limited to water, floods or fire, or involved in automobile accidents or extraordinary impact events, such as dropping or crushing. Such extraordinary events to a sophisticated medical device may create considerable damage that may be imperceptible to an inspection. Any damage caused by these types of incidents exceed the limitations covered by the manufacturer's warranty.