

## XII. LIMITED WARRANTY

For the warranty periods listed below, beginning at the date of original purchase, Drive Medical will repair or replace, at its option to the original purchaser, free of charge, any of the following parts found upon examination by an authorized representative of Drive Medical to be defective in materials and/or workmanship. The warranties contained herein extend and apply only to the original purchaser.

Limited Lifetime ○ Main Frame ○ Seat Post ○ Platform ○ Frame Welds

24 Months ○ Electrical harness ○ Joystick ○ Motor / ○ Brakes  
 ○ Controller ○ PC Board gearbox electromagnetic  
 ○ Charger ○ Throttle assembly function ONLY

12 Months ○ Batteries are covered by a separate 12-month warranty provided by the battery manufacturer

The following items are warranted to be free of defects in workmanship and material at the time of delivery. If the following items are found to be defective or damaged immediately after the product is removed from the box, Drive Medical will repair or replace, at its option to the original purchaser, free of charge, the following items:

○ Plastic shrouds ○ Tires ○ Tubes ○ Anti-tip wheels  
 ○ Plastic footrests ○ Floor mats ○ Swing arm ○ Motor brushes  
 ○ Upholstery and Seating ○ Armrest pads ○ Fuses and Bulbs ○ Plastic connections  
 ○ Metal connection pins, hardware, nuts, bolts & star knobs ○ Bearings and bushings ○ Front rigging mounting brackets ○ Plastic components, excluding body

### ADDITIONAL COMPONENTS

Items not mentioned or listed are covered at the discretion of Drive Medical. Any accessories, standard or optional, supplied by Drive Medical, are covered for a period of one year from the date of purchase with the unit.

## XII. LIMITED WARRANTY CONT.D

### RECONDITIONED UNITS WARRANTY

All reconditioned units are covered by a 90-day warranty from Drive Medical effective from the date of purchase.

### REPLACEMENT PARTS WARRANTY

Parts that are supplied by Drive Medical as replacements to warranted parts will be warranted for a period of time equal to the remainder of the original part's warranty period.

### SERVICE CHECKS AND WARRANTY SERVICE

Warranty service must be performed by an authorized Drive Medical provider. Do not return faulty parts to Drive Medical without prior written authorization. All transportation costs and shipping damage incurred while submitting parts for repair or replacement are the responsibility of Drive Medical.

Failure to follow the instructions, warnings and notes in the owner's manual and those located on your Drive Medical product can result in personal injury or product damage and will void Drive Medical's product warranty.

There is no other express warranty.

### IMPLIED WARRANTIES

Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to one (1) year from the date of original purchase and to the extent permitted by law. Any and all other

implied warranties are excluded. This is the exclusive remedy. Liabilities for incidental, punitive, special and consequential damages under any and all warranties are excluded.

Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental, punitive, special and consequential damages. The above limitation or exclusion may not apply to you.

This warranty gives you specific rights and you may also have other rights which vary from state to state.

### WARRANTY EXCLUSIONS

- Plastic shrouds and footrests
- Upholstery and seating
- Tires and tubes
- Brake pads
- Fuses
- Motor brushes
- Circumstances beyond the control of Drive Medical
- Labor, service calls, shipping and other charges incurred for repair of the product, unless specifically authorized by Drive Medical.
- Repairs and/or modifications made to any part without specific consent from Drive Medical.