



Limited Product Warranty

Please read and retain this document for your records

Wheel Chair Solutions LLC hereby known as WCS in this document.

Product range covered by LIMITED WARRANTY for WCS PRODUCTS:

- Wheelie Styles
- Wheelie Expressions
- Wheelie Backs
- Wheelie Gators

This LIMITED WARRANTY for WCS PRODUCTS covers the above mentioned against manufacturing defects in materials and workmanship. This limited warranty begins on the original date of purchase and continues through the Limited Warranty Period and is valid only on WCS products purchased from an authorized reseller. The Limited Warranty Period is 30 days after the date of purchase. If the product is found to be defective as a result of manufacturing defects in materials or workmanship during the Limited Warranty Period, WCS will, at its sole option:

- repair or replace the product, at no charge as stipulated herein, with new or reconditioned parts or a functionally equivalent product or
- provide a refund of the purchase price of the product, LESS THE PRODUCT'S DEPRECIATED VALUE, only if WCS is unable to replace the product or repair it in accordance with applicable regulations.

All replaced products, and products for which a refund equaling their full purchase price is provided, become the property of WCS and must be returned to WCS free of any third-party ownership claims within 15 days after you receive the replacement products (or refund, if applicable). Replacement products will be new, comparable in function and performance to the originals, and warranted for the remainder of the original Limited Warranty Period.

TO OBTAIN WARRANTY SERVICE; please contact us @ 800-839-6577 or at our website, www.wheelchair-solutions.com. To receive warranty service, you must follow the procedures outlined below. Warranty service can only be performed by WCS. WCS will not reimburse for any Warranty service performed by other parties.

Warranty claim should be made to WCS by calling the number listed herein or at our website and include:

- (1) The original dated sales invoice, or a substitute proof of purchase acceptable at WCS sole option in accordance with applicable law,
- (2) Documentation specifying the claimed defect and all relevant supporting information.

Upon receiving the warranty claim, WCS shall decide at its own discretion whether to inspect the products and further process the warranty claim or require the products to be returned to WCS (freight prepaid by the customer) for inspection and further warranty processing. If return of the product is required, you must ship the product to WCS in its original or equivalent packaging. WCS

will ship the replaced product to the address provided by the customer. In the event that freight to the address provided by the customer entails excessive costs or difficulties (including, but not limited to, if the address provided by the customer is located in the area of warfare), WCS shall require the customer to provide a different address. Under the terms and conditions of this warranty, WCS is solely entitled to assess, inspect and determine whether the claimed defects are covered by this Limited Warranty.

LIMITATIONS AND EXCLUSIONS

This limited warranty applies only to products manufactured by or for WCS that can be identified by the "WCS", trade name or logo affixed to them. It does not apply to non-WCS products. Manufacturers, suppliers or distributors, other than WCS, may provide their own warranties to you, but WCS, to the extent permitted by law, provides such third-party products "as is".

This limited warranty covers manufacturing defects in materials and workmanship encountered in normal and reasonable use. The limited warranty, in respect of defects in materials, applies only insofar as such defects are a result of the materials' inconformity with their original technical specifications and standards applying to such materials.

The limited warranty, except to the extent otherwise expressly provided for in this statement, shall not apply to the following type of exclusions:

- 1 Defects resulting from usage, storage and maintenance of Wheelie products in a manner inconsistent with the normal product use, care, maintenance and storage instructions contained in the applicable guides or provided by WCS on the products' labels.
- 2 Damage which occurs in shipment, delivery and installation by the customer.
- 3 Defects resulting for applications and uses for which this product was not intended.
- 4 Any defects if the products have been altered or subjected to unauthorized repair or service.
- 5 Cosmetic damage, such as to the exterior finish.
- 6 Damage (not resulting from defects in materials and workmanship) which occurs in your possession or that of other third parties, including chemical damage, damage due to accidents, opening of the product, misuse, abuse, neglect, material burns caused by smoking, fire, water, lightning or other acts of nature.
- 7 Minor imperfections within design specifications that do not materially alter functionality.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE. THIS IS THE SOLE AND EXCLUSIVE WARRANTY BY WCS RELATING TO ITS TEXTILE PRODUCTS. IT SHALL NOT BE ENLARGED BY ANY REPRESENTATIONS, DESCRIPTIONS, COURSE OF DEALING, TRADE USAGE, RENDERING OF TECHNICAL ADVICE, SERVICE, SAMPLES, MODELS, OR OTHERWISE. FURTHERMORE, IT SHALL NOT BE ALTERED OR EXPANDED BY ANY ACTS, STATEMENTS, OR AGREEMENTS OF ANY DEALER, EMPLOYEE, OR AGENT OF WCS OTHER THAN BY A DULY AUTHORIZED OFFICER OF WCS. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY AFTER THE EXPRESS WARRANTY PERIODS STATED ABOVE. NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THE PRODUCTS COVERED HEREBY SHALL BE BINDING ON WCS. WCS UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT, AND ASSUMES NO RESPONSIBILITY THAT THE

PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCT, EXCEPT AS OTHERWISE PROVIDED UNDER THIS LIMITED WARRANTY OR APPLICABLE LAW. WCS SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY CAUSE RELATED TO WCS'S PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE AND EVEN IF WCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO RECOVERY OF ANY KIND AGAINST WCS SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY WCS AND CAUSING THE ALLEGED DAMAGE. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF WCS'S PRODUCTS COVERED HEREBY, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY. ANY WARRANTIES THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.