

PRODUCTS	WARRANTY PERIOD
Permobil M3 Corpus, F3 Corpus, M300 Corpus HD, K300 Ps Jr, M300 Ps Jr, M1, Explorer Mini	1 year limited
Permobil M5 Corpus, F5 Corpus, F5 Corpus VS, M Corpus VS, X850 Corpus 3G, K450 MX, Koala	2 years limited
Permobil parts	3 months
Batteries (PWC) - On-chair / Off-chair	1 year limited
TiLite CR1, TiLite X, TiLite Z, ZR Series 2, ZRA Series 2, Aero Z, TR3, TRA, Aero T, 2GX, Aero X, Twist, Pilot – Frame only	5 years limited
TiLite parts and accessories	1 year limited
Progeo Joker, Joker Carbon, Duke, Noir 2.0, Ego, Ego Carbon, Tekna Advance, Exelle Vario, Easy Tilt	5 years limited
Progeo parts and accessories	1 year limited
Panthera X series, U3 Light, U3, S3 Family, S3 Swing Family, Micro 3, Bambino 3	5 years limited
Panthera parts and accessories	1 year limited
ROHO MOSAIC, AirLITE, LTV cushions; PRODIGY Mattress Overlay system or section	1 year limited
ROHO SOFFLEX 2 Mattress Overlay system or section	18 months limited
ROHO Single Compartment, Dual Compartment, ENHANCER, Hybrid Elite, Shower/Commode, Toilet Seat, MINI-MAX, PACK-IT cushions; DRY FLOATATION Mattress Overlay and Bariatric Overlay system or section; RECLINER system	2 years limited
ROHO QUADTRO SELECT, Contour SELECT, Hybrid Select cushions	3 years limited
ROHO cushion covers	6 months limited
ROHO Agility backrest - Shell and hardware	5 years limited
ROHO Agility backrest - Cover, foam pad, foam insert, lumbar support pad and air insert	18 months limited
Comfort Company cushions and backs	5 years limited
Comfort Company cushion and back covers	6 months limited
BodiLink accessories	Lifetime limited
SmartDrive - Materials and workmanship	2 years limited
SmartDrive - Parts and accessories	1 year
Bodypoint - Full product range	1 year limited
mo-Vis - Full product range	2 years
Freewheel	1 year limited
Spinergy	1 year

Permobil Australia Pty Limited (“Permobil”) warrants the listed Permobil products to be free from defects in material and workmanship, for the period listed next to the relevant product, under proper use, care and service according to the user’s manual and instructions accompanying the product (“Ordinary Conditions of Use”) with the following exceptions: (1) any supplied batteries are not warranted by Permobil (but may be covered by a separate warranty provided by the battery manufacturer); and (2) the express warranty set forth herein (“the Warranty”) is subject to all terms set out below (“Terms”):

#### COMMENCEMENT OF WARRANTY PERIOD

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

#### CONDITIONS OF WARRANTY

To make a claim under the Warranty, customers should contact the authorised Dealer from whom the product was purchased. If the product is assessed as potentially having a defect in material or workmanship covered by the Warranty, the Dealer will obtain a return authorisation (RGA) number from Permobil and will provide instructions to the customer for the product to be shipped to a service centre designated by Permobil.

If you do not receive satisfactory warranty service or cannot contact the authorised Dealer to make the Warranty claim, please contact Permobil (Phone: 1300 845 483, Email: [info.au@permobil.com](mailto:info.au@permobil.com), Postal Address: 8 Viewbrook Close, Seven Hills NSW 2147). 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. You will bear all the expenses of claiming under the Warranty. If your claim is successful, then you may claim back any out of pocket expenses incurred.

No successful claim made under this Warranty will reset the Warranty period.

The benefits given to you in this Warranty are in addition to any other rights or remedies under a law in relation to the product to which the Warranty applies.

#### AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law.

#### OTHER LIMITATION OF LIABILITY

Without limiting the customer’s rights or remedies under the Australian Consumer Law and to the extent permitted by law the following applies:

- a. The liability of Permobil towards Dealers is limited at the option of Permobil to:
  - i. the replacement of the product or the supply of an equivalent product;
  - ii. the repair of the product;
  - iii. the payment of the cost of replacing the product or of acquiring an equivalent product; or
  - iv. the payment of the costs of having the product repaired.
- b. Permobil’s warranty is subject to the Terms and Permobil makes no warranty other than those set out in this Warranty.
- c. The Warranty towards Dealers covers parts only. Labour, service calls, shipping costs and other charges incurred for the repair of the product are not included in the Warranty, unless specifically authorised by Permobil.
- d. The Warranty is effective only if the product is purchased from an authorised Permobil Dealer. The Warranty is available only to the initial purchaser of the product from an authorised Permobil Dealer.
- e. The Warranty does not apply to parts experiencing “normal wear and tear”, including but not limited to cushions, pads, upholstery, tyres and tubes, brake pads, fuses, bulbs, and grips. These parts are not covered by the Warranty except as it applies to defects in material or workmanship of those parts.
- f. The Warranty will be void if the original Permobil serial number tag on the product has been removed, altered or defaced.
- g. To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and in no event shall Permobil be liable for any indirect, incidental or consequential damages resulting from any defect in the product. These

include but are not limited to any damages in the form of lost profits, loss of use, attorneys' 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.

- h. Being able to claim under the Warranty is contingent upon the proper use, maintenance and care of the product. The Warranty will be void if the product has been used in a manner inconsistent with the terms of the user's manual, or 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.
- i. The Warranty may also be void if the product has been repaired or any part replaced with non-Permobil issued equipment or parts, or by persons other than Permobil or an authorised 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 will void the Warranty.
- j. The Warranty is only valid under Ordinary Conditions of Use. Ordinary Conditions of Use does not cover acts of God or nature, including but not limited to terrorist activities, war, labour disputes, water, floods, wind, tsunamis, cyclones, tornadoes, earthquake or fire, automobile accidents or extraordinary impact events, such as dropping or crushing. Any damage caused by such events is not covered by the Warranty.

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## WARRANTY SUMMARY

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Permobil Australia Pty Ltd

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