# Warranty Summary

TiLite CR1

**Permobil, Inc. ("Permobil") warrants the above-listed Permobil TiLite manual wheelchairs to be free from defects in material and workmanship for the applicable periods set forth below under proper use, maintenance, storage and care according to the owner's manual, warnings and instructions accompanying the product, with the following specific exceptions: 1) Spare and Replacement Parts are covered by specific warranties discussed in the "Spare & Replacement Parts Warranty" section below; and 2) Any ROHO or Comfort Company item included with the product is covered by separate warranties provided by ROHO and Comfort Company.**

**The express warranty set forth herein ("the Warranty") is subject to all terms set forth herein below.**

## Commencement of warranty period

The Warranty shall begin seven (7) days after the date Permobil ships the wheelchair.

## Frame warranty – five years

Subject to the Limitations and Exclusions below, Permobil warrants all frames (including the cross-braces, if any, and sideguards) against defects in materials and workmanship for the frame's serviceable life (which is defined to be five years from the commencement of the Warranty Period) under proper use, maintenance, storage and care according to the owner's manual, warnings and instructions accompanying the product, and provided that the original purchaser uses the wheelchair. Spare and Replacement Parts are covered by specific warranties discussed in the "Spare & Replacement Parts Warranty" section below. If Permobil accepts a warranty claim on a wheelchair frame, it will repair (or replace) the frame (or affected component) free of charge in exchange for the original. Components of the frame will be replaced based on review by Permobil's quality team.

## Warranty for non-frame components – two years

Subject to the Limitations and Exclusions below, Permobil warrants all non-frame, TiLite–made wheelchair components, including the Tension Adjustable by Straps Backrest Upholstery, against defects in materials and workmanship for one year from the date of purchase, provided normal use. A replacement product or part that has been installed in accordance with Permobil's instructions assumes the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer.

## Repair or replacement

For warranty service, customers should contact the dealer from whom the product was purchased. In the event of a defect in material or workmanship, the dealer must obtain a return authorization (RA) number from Permobil and, if required, the product should be shipped to a service center designated by Permobil. Permobil will repair or, at Permobil's option, replace any product covered by the Warranty at no cost to the customer, subject to the terms set forth herein. See the below warranty covering spare or replacement parts used in any of the above-listed Permobil wheelchairs.

If you do not receive satisfactory warranty service or you cannot locate the dealer from whom the product was purchased, please call Permobil's Technical Service Supervisor at (800) 736-0925. You may also write to TiLite Customer Service at 2701 West Court Street, Pasco, WA 99301 or email US_Box_TiLite_CustomerService@permobil.com. 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.

## Spare & replacement parts warranty

Permobil warrants any spare parts sold by Permobil for use in any of above-listed Permobil manual wheelchairs, and any replacement parts used in a repair performed by an authorized Permobil dealer, to be free from defects for a period of 90-days under proper use, maintenance and care according to the owner's manual, warnings and instructions accompanying the product. The warranty covering spare or replacement parts shall begin seven (7) days after the date Permobil ships the part(s) to its dealer.

## Disclaimer & limitations of remedies

TThe Warranty is made in lieu of and supersedes all other warranties or conditions, whether express, implied, collateral, statutory, common law, the Uniform Commercial Code or otherwise, of merchantability or fitness for a particular purpose or general use.

The Warranty excludes any labor, insurance or shipping charges incurred in replacement part installation or repair of the product, unless specifically authorized by Permobil.

The Warranty is effective only if the product is purchased from an authorized Permobil dealer. The Warranty is available only to the initial purchaser of the product from an authorized Permobil dealer.

This Warranty excludes tires and tubes, upholstery, push handle grips, and any labor or shipping charges incurred in replacement part installation or repair of the product. Parts subject to "normal wear and tear," including but not limited to cushions, pads, upholstery, tires and tubes, brake pads, and grips, are not covered in the Warranty except as it applies to defects in material or construction of those parts.

The Warranty may be void if the original Permobil serial number tag on the product has been removed, altered or defaced.

The following is not intended to limit the application of any relevant consumer protection laws. In no event shall Permobil be liable for any direct, indirect, incidental, consequential, remote, punitive, exemplary or specific damages resulting from any defect in this product. These include but are not limited to any damages in the form of lost profits, loss of use, legal 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.

The addition of equipment or features to the product that are not manufactured or recommended by Permobil could adversely affect the intended function of the Permobil product, and may therefore void the Warranty. The repair of the product or replacement of any parts of the product by anyone other than an authorized Permobil dealer may not void the Warranty, if the intended functionality of the product is not adversely affected by the repair or replacement. However, if the repair or replacement could be performed via the warranty service as described and discussed under "Repair or Replacement" above, Permobil will not be responsible for any costs associated with such repair or replacement performed by

anyone other than an authorized Permobil dealer, nor will Permobil be responsible for the costs of any non-Permobil equipment or parts used with or installed on the product.  Furthermore, Permobil will not be responsible for losses, injuries or other damages caused by repair of the product or replacement of any parts of the product by anyone other than an authorized Permobil dealer, or caused by the use or installation of any non-Permobil issued equipment or parts.

The Warranty is contingent upon the proper use, maintenance, storage and care of the product. The Warranty may be void if the product has been used, misused, maintained, neglected or stored in a manner contradictory or in violation of the terms of the owner's manual, 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, or if the frame or frame parts exhibit damage such as cracking or other defects originating from points of impact or holes drilled in the frame by parties other than Permobil or authorized Permobil dealers.

Permobil cannot guarantee the continued performance or safety of the product if it is subject to acts of God or Nature, including but not limited to water, floods, wind, tornado, earthquake or fire, or involved in automobile accidents or extraordinary impact events, such as dropping or crushing. Such extraordinary events to products covered by this Warranty may create considerable damage that may be imperceptible to an inspection. Any damages caused by these types of events are not covered by the Warranty.

This Warranty gives you specific legal rights, and you may have other legal rights that vary from state to state. The exclusion and limitations to the Warranty apply to the maximum extent permitted by law and unless restricted or prohibited by law. The laws of your jurisdiction may restrict or prohibit some of the restrictions in the Warranty, including but not limited to exclusion or limitation of incidental or consequential damages and/or customer's right to repair, in which case such restrictions may not apply to you. Where any term of this Warranty is prohibited by applicable law, it shall be null and void, but the remainder of this Warranty shall remain in effect.

## Amendments

No person is authorized to alter, extend or waive the Warranty of Permobil.