

# WARRANTY INFORMATION

## Replacement Parts Warranty:

Parts warranty is 3-months or the remainder of the unit warranty, whichever is longer.

## SHOPRIDER MOBILITY PRODUCTS - LIMITED WARRANTIES

Shoprider Mobility Products, Inc. ("distributor") warrants its electric scooters and power chairs ("products") against certain defects in materials and workmanship from the date of purchase, subject to certain conditions and exclusions, as defined below. Please take the time to read the following terms and conditions under which the Distributor agrees to provide repair services.

1. This warranty is valid and enforceable on products purchased in the United States from an authorized Shoprider provider.
2. This warranty is applicable only to the original purchaser of the product from an authorized Shoprider provider and shall not apply to any subsequent purchaser, assignee or other recipient of the products.
3. This warranty is for the replacement or repair, at the option of Shoprider, of defective parts only. This warranty does not cover any labor charges including but not limited to, charges incurred for installation of replacement parts, shipping and/or transportation charges to and from an authorized Shoprider provider, or additional fees, (including expedited shipping), which may be charged to the provider.
4. All warranty replacement parts are under warranty from the date of purchase of the original product and not from the date of part replacement. If a certified refurbished part is not available, Shoprider may determine, at its own discretion, to have the part replaced with a new part. To present a claim under this limited warranty, customer shall deliver the product to an authorized Shoprider provider together with proof of purchase; i.e., sales receipt. This warranty does not cover pick-up, delivery or house calls.
5. The warranty covers the drive train ( including the transaxle, motor and brake) in the following way:

	Frame	Electronics	Motor/Transaxle/Brake	Batteries
Scooters/Power Chairs	Limited Lifetime Warranty	12	12	6 Months

6. This warranty is valid and enforceable only on products purchased in the United States and from an Authorized Shoprider provider.

7. This warranty is applicable only to the customer as an original purchaser of the product from an Authorized Shoprider provider and shall not apply to any subsequent purchaser, assignee or other recipient of the scooter or power chair from customer.

8. No provider or other similar person has any authority to make any warranties or representations concerning Shoprider Mobility Products, Inc. products, or to extend this warranty beyond the express terms contained within. Distributor assumes no responsibility for any warranties beyond the express terms contained in the warranty. Customer releases and holds distributor harmless from any claims stemming from any unauthorized representations.

9. This warranty shall be void if the Customer modifies the product in any respect including but not limited to the use of parts other than genuine Shoprider parts.

10. This warranty does not apply unless the Registration Card is signed, completed and returned within thirty days (30) from the date of purchase. Manufacturer reserves the right to dispose of the Registration Card once it is received.

11. Warranty exceptions:

A. Transaxle: In cases where there is an increase in the operational noise level the warranty will not apply.

B. Motor: If damage occurs to commutator of motor as a result of not replacing motor brushes after heavy wear to brushes. Motor brushes are wear items but will be warranted for one year.

C. Brake: Brake pads are a wear item and will be warranted for one year.

D. Maintenance: Annual maintenance schedule must be followed.

12. This warranty does not cover batteries or damage caused by battery leakage. Warranty is covered by the battery manufacturer. The battery charger is only covered for a period of one year from date of purchase of unit.

13. This warranty does not cover controllers. Warranty is covered by the controller manufacturer. Manufacturer can void the warranty due to user negligence or liquid damage.

14. This warranty does not cover plastic shrouding or covers, seat upholstery, arm pads or tires as these components are considered wear items.

15. All transportation costs and shipping damage incurred while submitting parts for repair or replacement are the responsibility of the original purchaser.

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17. Any implied warranty imposed by state consumer law is limited.

18. Customer represents and agrees that any claims which it may assert against Distributor shall be limited to those which may be asserted under the foregoing warranty.

19. This Agreement shall be governed and construed in accordance with the laws of the State of California. The Customer irrevocably consents that any legal action or proceeding arising out of or in any way connected with this Guaranty shall be instituted or brought by the Creditor or its agents in the courts of Los Angeles County, California; and the Guarantor irrevocably submits to the jurisdiction and venue of that court in any legal action or proceeding.

20. Distributor makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Distributor expressly disclaims all warranties.

21. Your exclusive remedy and Distributor's entire, collective liability in contract, tort or otherwise, under this Agreement is the repair of the defective system or components in accordance with this Agreement. If Distributor is unable to make such repair, your exclusive remedy and Distributor's entire liability will be the payment of actual damages not to exceed the charge paid by you. Under no circumstances will the Distributor be liable to you or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages. This agreement gives you specific legal rights and you may have other rights that vary from state to state. Some states do not allow the exclusion or limitation of (i) incidental or consequential damages or (ii) implied warranties, so the above exclusions may not apply.

22. No provider of Distributor and no person other than an officer of Distributor may extend this warranty, nor may they modify it in any respect. No modification or extension is effective unless it is in writing and signed by the President or Vice-President of the Distributor.