

## **GUNNELL, INC. LIMITED WARRANTY AND TERMS & CONDITIONS**

<u>PLEASE NOTE</u>: THE WARRANTY BELOW HAS BEEN DRAFTED TO COMPLY WITH U.S. FEDERAL LAW APPLICABLE TO PRODUCTS MANUFACTURED AFTER JULY 4, 1975. THIS WARRANTY IS EXTENDED ONLY TO THE ORIGINAL PURCHASER/USER WHO PURCHASES THIS PRODUCT WHEN NEW AND UNUSED DIRECTLY FROM GUNNELL, INC. OR AN AUTHORIZED DEALER OR DISTRIBUTOR. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE, OR COUNTRY TO COUNTRY.

Limited Warranty – USA All Gunnell, Inc. wheelchair frames carry a lifetime warranty. All other Gunnell manufactured parts carry a warranty against defects in material and workmanship for twelve (12) months from the date of purchase. All Gunnell manufactured padding carries a warranty for ninety (90) days from said purchase date. If within such warranty periods any product component eligible for coverage under this warranty shall be proven to be defective, Gunnell, Inc. will, at its option, either replace or repair the product with new or refurbished product components, or will supply the original purchaser with replacement product components, which may be either new or refurbished. Gunnell, Inc.'s sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement. This warranty does not include any labor or shipping charges incurred in replacement part installation or repair. Moreover, the warranty period of the repaired or replaced product component shall terminate with the termination of the warranty period for the original product component Gunnell, Inc.'s sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement.

Limited Warranty – International All Gunnell, Inc. wheelchair frames carry a lifetime warranty. All other Gunnell manufactured parts carry a warranty against defects in material and workmanship for twelve (12) months from the date of purchase. All Gunnell manufactured padding carries a warranty for ninety (90) days from said purchase date. If within such warranty periods any product component eligible for coverage under this warranty shall be proven to be defective, Gunnell, Inc. will, at its option, either repair or replace the product with new or refurbished product components, or will supply the original purchaser with replacement product components, which may be either new or refurbished. Gunnell, Inc.'s sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement. This warranty does not include any labor or shipping charges incurred in replacement part installation or repair. Moreover, the warranty period for the original product component. Gunnell, Inc.'s sole obligation and your exclusive remedy under this warranty period for the original product component. Gunnell, Inc.'s sole obligation and your exclusive remedy under this warranty be or replaced product component shall terminate with the termination of the warranty period for the original product component. Gunnell, Inc.'s sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement.

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Limitations & Exclusions - USA & International The foregoing limited warranties shall not apply to: Tires, tubes and push handle grips; Serial numbered products if the serial number has been removed or defaced; Products subjected to negligence, accident, improper operation, maintenance, or storage; Products modified without Gunnell, Inc.'s express written consent including, but not limited to, modification through the use of unauthorized parts or attachments; Products damaged by reason of repairs made to any component without the specific consent of Gunnell, Inc., or to products damaged by circumstances beyond Gunnell, Inc.'s control; Problems arising from normal wear or failure to adhere to these instructions; and with any such warranty eligibility evaluation to be solely determined by Gunnell, Inc..

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