

# Limited Warranty

For Lopital Products

Lopital Products are warranted to be free from defects in materials and workmanship for a period of **three years** for welds and frame integrity, **two years** for external finishes and moving parts, including hinges, latches, wheels, actuators and related, charger, indicator lights, actuator switches and buttons, seating surfaces, armrest padding, back support and headrest, **90 days** for batteries and charging cord.

## Commencement of Warranty Period

Warranty commences on the date of shipment to the Customer.

## Warranty Repair or Replacement

During the warranty period, ProCare will repair or replace any defective parts or portion thereof returned by Customer if ProCare determines the part(s) was defective due to faulty materials or workmanship. The customer must obtain a Return Authorization number (RA) from your authorized local Lopital Dealer prior to returning any components for warranty related repair or replacement. Customer will be responsible for any shipping and labor charges incurred in the performance of the warranty related part(s) repair or replacement. ProCare retains the exclusive right to repair or replace the defective product or a portion thereof at its sole discretion. In the event that Lopital sends replacement parts to the customer before the defective parts are received and reviewed by ProCare (from the customer), the customer will be invoiced for the replacement parts and shipping expense for the parts sent. Once the defective parts have been received by ProCare, and determined to be defective due to faulty materials or workmanship, a credit will be issued to the customer for the invoice amount (less shipping).

## Disclaimer and Limitation of Remedies

The warranties and remedies contained herein are exclusive and in lieu of all other warranties, express, implied or statutory, including any liability arising under any warranty of merchantability or fitness for a particular purpose, statutory or otherwise. In no event shall Lopital be liable for any incidental, special, indirect or consequential damages, whether resulting from the use, misuse or inability to use this product due to defects in the product. Warranty of parts subject to "normal wear and tear" (i.e. cushions, pads, belts, bedpan) are not covered under this warranty except as it applies to defects in materials or workmanship.

## Voiding of Warranty

This warranty does not cover products or parts thereof that have been subjected to abuse, misuse, neglect, unauthorized alteration or repair, damage during installation or improper installation, or use in conflict with or contrary to the product operational guidance provided by the product's Lopital product manual.