



# TERMS AND CONDITIONS FOR WISHES FOR WHEELS PROGRAM

## 1. Introduction

Welcome to the **WISHES FOR WHEELS** program provided by **Motion Composites Inc.** By participating in this program, you agree to comply with and be bound by the following terms and conditions. Please read them carefully.

## 2. Service Description

**WISHES FOR WHEELS** is a program that aims to provide high-end ultralight, adjustable wheelchairs to deserving individuals who may not otherwise have access to one. A panel of Motion Composites Inc's clinical education team will make the selection, and only successful applicants will be contacted.

### 2.1 Inclusions

The following parts will be included in the delivery of the program if determined appropriate for the wheelchair user by the evaluating professionals:

- Wheelchair base – must be a model approved for sale in the country the client resides in
- Components, accessories and parts compatible with the wheelchair model and offered by Motion Composites Inc.
- Cushion and back support

Local Sales Rep/ATP must be available to help with fitting and wheelchair dispensing.

- If you do not have a local Sales Rep/ATP, we may be able to assist with this process.
- A member of Motion Composites' team of clinical educators must be present (in person or virtually) during fittings.

### 2.2 Exclusions

The following parts are not included in the WISHES FOR WHEELS program.

- Spinegy products (no upgrade available)
- Custom requests
- Motion Composites Inc. is not responsible for acquiring any 3rd party accessories not on the order form that is not listed above.

- Cannot be a past recipient of the WISHES FOR WHEELS program.
- Change in functional mobility status, condition or funding availability during the process from time of application to time of selection.
- Assessment with supplier/dealer, wheelchair ordered, final dispensing, and fitting must be completed within 2 months from the time of selection. After the 2-month period, Motion Composites reserves the right to cancel the current recipient and consider other applicants.

### **3. Eligibility**

- You must be a current manual wheelchair user who has been prescribed a wheelchair by a healthcare professional
- You are not eligible for or able to obtain these products through traditional means, such as government funding or private insurance.
- The individual is appropriate for the equipment being offered (i.e., specific product limitations and weight capacity) as determined by associated professionals.

### **4. Process and Requirements**

**Assessment Procedure:** The user must undergo a professional assessment to confirm the appropriate wheelchair, seating and component specifications. This assessment must be documented and submitted to Motion Composites Inc. using the wheelchair order form and sending to [wishesforwheels@motioncomposites.com](mailto:wishesforwheels@motioncomposites.com)

**Order and Delivery:** Wheelchair is ordered and delivered to the associated supplier/dealer.

**Final Fitting and Dispensing:** The wheelchair user and supplier/dealer will meet to dispense the wheelchair and complete the final fitting and set-up adjustments.

### **5. Service Provider Responsibility**

- Available to assist with the full process from assessment to dispensing.

**5.1 Accurate Information:** Healthcare professionals and suppliers/dealers MUST provide accurate measurements and information for the wheelchair and seating products. Incorrect information may result in delays.

**5.2 Maintenance and Care:** Users are responsible for the proper maintenance and care of the products provided. Instructions for care and maintenance will be provided upon delivery. The user manuals are available at all times on Motion Composites Inc.'s website: [www.motioncomposites.com](http://www.motioncomposites.com).

**5.4 Disposal of current parts:** Should the program recipient's old wheelchair become obsolete, the user is responsible for safely and environmentally disposing of the product.

## **6. Motion Composites Inc. Responsibilities:**

**6.1 Quality Assurance:** Motion Composites Inc. guarantees that the products provided will be of Motion Composites' current high-quality standard.

**6.2 Support:** Motion Composites Inc. will provide support during the evaluation, fitting and dispensing, including troubleshooting and additional assistance as needed.

Contact Motion Composites Inc. at any time with the contact information specified in **Section 12** below.

## **7. Financial Terms**

**Cost:** This program is at no cost to the wheelchair user.

- The dealer/supplier is not compensated for the time/effort on evaluation/fitting/dispensing and will not charge the wheelchair user.
- The wheelchair user is responsible for the cost of any additional items not included in the program.
- Supplier/Dealer can charge the wheelchair user for labor for repairs/warranty beyond original dispensing/fitting.

## **8. Warranty and Liability**

### **Repairs and Warranty:**

- Wheelchair: All originally prescribed parts and accessories **through normal wear and tear** are covered under warranty for 5 years past the day of original delivery. Repairs that are the result of abusive use of the chair are not covered.
- Seating: Replacement of original seating products: One time within 5 years
- Dealers can charge labor costs to wheelchair users for repairs and warranty.
- Wheelchair: All originally prescribed parts and accessories through normal wear and tear are covered under warranty for 5 years past the day of original delivery. Repairs that are the result of abusive use of the chair are not covered.
- The parts covered under this five (5) year warranty include, but are not limited to:
  - Casters
  - Rear tires
  - Seat upholstery

- Arm pads
- Apex/Veloce frame protectors

**8.1.1 Warranty Motion Composites Inc.** provides a warranty on the wheelchair against manufacturing and workmanship defects. The warranty consists of a replacement or repair of the product or parts according to the applicable limited warranty certificate and does not cover damage due to incorrect installation by an unqualified person, misuse or abnormal use of the wheelchair.

**8.2.1 Liability:** Motion Composites Inc. is not liable for any damages arising from incorrect installation or by a non-qualified person or misuse of the wheelchair. Users must diligently follow all provided instructions and guidelines.

**8.2.2 Responsibility:** Motion Composites Inc is not responsible for any incident or injury resulting from the unauthorized modification of the wheelchair, or the use of the parts in assemblies or devices not approved by Motion Composites Inc.

## **9. Returns and Exchanges**

Due to the nature of the program, returns and exchanges are not allowed for the program with the exception of warranty repairs.

## **10. Legal**

Canada and North America

**10.1** This document shall be governed by and construed in accordance with the laws applicable in the Province of Quebec and the Canadian federal laws applicable therein.

## **11. Privacy and Data Protection**

**11.1 Data Usage:** User data will be used solely for the WISHES FOR WHEELS program. Data will be stored securely and will not be shared with third parties without user consent.

**11.2 Consent:** By using the WISHES FOR WHEELS program, users consent to the collection and use of their data as described in our Privacy Policy.

## **12. Dispute Resolution**

**12.1 Resolution Process:** In the event of a dispute, users should contact Motion Composites Inc. to seek resolution. Motion Composites Inc. will make reasonable efforts to resolve any issues promptly.

**12.2 Jurisdiction:** Any disputes arising out of or in connection with this document and or its performance shall be subject to the exclusive jurisdiction of the courts of the Province of Quebec (Canada), judicial district of Montreal.

**12.3 Program availability:** Motion Composites Inc. may modify or cancel this program at any time.

If you have any questions or concerns, please contact **Motion Composites Inc.** at:

160, Armand-Majeau Sud

Saint-Roch-de-l'Achigan, Quebec

Email: [info@motioncomposites.com](mailto:info@motioncomposites.com)

T: 1-866-650-6555

[www.motioncomposites.com](http://www.motioncomposites.com)