

## 1.1 MOTION COMPOSITES LIMITED WARRANTY – USA

### A. CARBON FRAME – LIMITED LIFETIME

Motion Composites warrants the carbon wheelchair frame against defects in materials and workmanship for life. This warranty is limited to the carbon fiber frame and is limited to the first user and is not transferable.

### B. CARBON CROSS-BRACE – LIMITED LIFETIME

Motion Composites warrants the carbon wheelchair cross-brace against defects in materials and workmanship for life. This warranty is limited to the carbon fiber cross-brace and is limited to the first user and is not transferable.

### C. ALUMINUM FRAME – LIMITED 5 YEARS

Motion Composites warrants the Aluminum wheelchair frame against defects in materials and workmanship for five years from the date of purchase. This warranty is limited to the Aluminum frame and is limited to the first user and is not transferable.

### D. ALUMINUM CROSS-BRACE – LIMITED 5 YEARS

Motion Composites warrants the Aluminum wheelchair cross-brace against defects in materials and workmanship for five years from the date of purchase. This warranty is limited to the Aluminum Cross-brace and is limited to the first user and is not transferable.

## 1.2 COMPONENTS – 1 YEAR

- Motion Composites warrants all Motion Composites-made components, including the adjustable tension back upholstery, against defects in materials and workmanship for limited one (1) year from the date of purchase, except for parts listed below.
- Motion Composites covers the following items for 30 days: tires and tubes for front or rear wheels, cushions, seat slings, seat upholstery, standard back upholstery, armrest, push-handle grips;
- This warranty does not cover: damage arising from normal wear and tear or from other circumstances beyond Motion Composites' control.
- The foregoing warranty shall not apply if:
  - The original Motion Composites serial number tag has been removed, altered or defaced;
  - Or the wheelchair has been subjected to negligence, accident, improper maintenance, storage or operation as required by your Motion Composites Owner's Manual, commercial or institutional use, misuse or abuse, including, but not limited to, exceeding the maximum weight capacity of 265 pounds (120 kg), or 350 pounds (159 kg) if equipped with HD Kit;
  - Or the wheelchair has been damaged by improper repairs or repairs made to any component without the express written consent of Motion Composites;
  - Or the wheelchair has been modified without Motion Composites' express written consent, including, but not limited to, modification using unauthorized parts or attachments;
  - Or the wheelchair has been used as a weight training apparatus;
  - Or the wheelchair's Transit Tie-Down System (TTDS) has been misused; if TTDS is not attached to the four tarpaulin bows identified and installed by Motion Composites.
- The shelf life or use life of the wheelchairs and their components could vary pending on the, practice, treatment, handling and frequency of use. Exposure to sun, heat, and water could affect the life of the wheelchair. Maintaining the wheelchair clean and storing it in a cool, dry area and away from the sunlight, will increase the duration of the wheelchair;
- This warranty is extended only to the original consumer purchasers of Motion Composites' product.
- Devices and components subject to replacement or repair under one

of these warranties remain subject to this warranty for its remaining term. However, components replaced or repaired under warranty within ninety (90) days of its expiration are guaranteed ninety (90) days, except those replaced or repaired under application of the thirty (30) days warranty within the thirty (30) days of its expiry, which shall then be guaranteed for thirty (30) days.

## 1.3 IMPORTANT NOTICE REGARDING CONSUMERS RIGHTS.

The benefits we give in this manufacturer's warranty are additional to, and do not detract from, any rights and remedies that you may have under local consumer protection laws.

This manufacturer's warranty is governed by the laws of the country, province, state or territory in which you purchased your Motion Composites product.

In many countries, consumers have statutory rights under local consumer laws. Those consumer rights may differ between countries, territories, states or provinces, and often cannot be excluded.

This Manufacturer's warranty is not intended to:

- change or exclude any statutory consumer rights that cannot be lawfully changed or excluded;
- or
- limit or exclude any right you have against the person who sold the Motion composites product to you if that person has breached their sales contract with you.

## 1.4 OUR RESPONSIBILITY

Motion Composites' sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement.

## 1.5 WARRANTY SERVICE

If your wheelchair requires warranty service, please contact an authorized Motion Composites Dealer in Canada or an authorized international distributor. In the event of a defect in material or workmanship, the Dealer or Distributor must obtain a return authorization (RA) number from Motion Composites. Motion Composites issues RA numbers only to authorized Motion Composites Dealers and Distributors. If you do not receive satisfactory warranty service, please write directly to Motion Composites Customer Service at

160 Armand Majeau Sud,  
Saint-Roch-de-l'Achigan (Quebec) J0K 3H0 Canada

Phone: 1-866-650-6555

Fax: 1-888-966-6555

or send an email at: [service@motioncomposites.com](mailto:service@motioncomposites.com)

**Do not return products to our factory without our prior consent.**

## 1.6 CONSUMER NOTICE

- The foregoing warranty is exclusive, and in lieu of all other express warranties, whether written or oral, express or implied. Motion Composites shall not be liable for any consequential or incidental damages whatsoever. By registering your Motion Composites wheelchair, you will be deemed to agree with all provisions of this warranty.
- It is forbidden to alter or extend the foregoing express warranty or to waive any of the limitations or exclusions.

## 1.7 MEDWATCH

MedWatch is the Food and Drug Administration's (FDA) program for reporting serious reactions, product quality problems, therapeutic inequivalence/failure, and product use errors with human medical products, including drugs, biologic products, medical devices, dietary supplements, infant formula, and cosmetics.

If you think you or someone in your family has experienced a serious reaction to a medical product, you are encouraged to take the reporting form to your doctor. Your health care provider can provide clinical information based on your medical record that can help FDA evaluate your report.

However, we understand that for a variety of reasons, you may not wish to have the form filled out by your health care provider, or your health care provider may choose not to complete the form. Your health care provider is NOT required to report to the FDA. In these situations, you may complete the Online Reporting Form yourself.

You will receive an acknowledgement from FDA when your report is received. Reports are reviewed by FDA staff. You will be personally contacted only if we need additional information.

## 1.8 SUBMITTING ADVERSE EVENT REPORTS TO FDA

Use one of the methods below to submit voluntary adverse event reports to the FDA:

1. Report Online at [www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting.home](http://www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting.home)
2. Consumer Reporting Form FDA 3500B. Follow the instructions on the form to either fax or mail it in for submission. For help filling out the form, see MedWatchLearn. The form is available at [www.fda.gov/downloads/aboutFDA/reportsmanualsforms/forms/ucm349464.pdf](http://www.fda.gov/downloads/aboutFDA/reportsmanualsforms/forms/ucm349464.pdf)
3. Call FDA at 1-800-FDA-1088 to report by telephone
4. Reporting Form FDA 3500 commonly used by health professionals. The form is available at [www.fda.gov/downloads/aboutFDA/reportmanualsforms/forms/ucm163919.pdf](http://www.fda.gov/downloads/aboutFDA/reportmanualsforms/forms/ucm163919.pdf)