



## **LIMITED WARRANTY**

### **A. LIFETIME**

Progeo warrants the wheelchair frame (including the cross-braces, if any) against defects in materials and workmanship for life, as long as the original purchaser uses the wheelchair. The expected life of the frame is five years.

### **B. ONE YEAR**

Subject to the Limitations and Exclusions below, Progeo warrants all Progeo-made wheelchair components, including the Tension Adjustable by Straps Backrest Upholstery, against defects in materials and workmanship for one year from the date of purchase, provided normal use. A replacement product or part that has been installed in accordance with Progeo's instructions assumes the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer.

### **C. LIMITATIONS AND EXCLUSIONS**

1. This warranty excludes tires and tubes, upholstery (other than Tension Adjustable by Straps Backrest Upholstery), pads, push handle grips, stroller handle grips and any labor or shipping charges incurred in replacement part installation or repair of the product.
2. This warranty does not cover the following, as determined by Progeo in its sole discretion:
  - A. Damage arising from normal wear and tear or from other circumstances beyond Progeo's control; or
  - B. Damage to Tension Adjustable by Straps Back Upholstery due to punctures, tears or burns; or
  - C. Progeo Designs Unlimited frames and frame components, unless Progeo determines that the frame or frame component was defectively manufactured; or
  - D. Damage caused by any modifications made to the wheelchair without Progeo's express written consent, including, without limitation, modifications through the use of unauthorized parts or attachments.
3. This warranty is VOID if Progeo, in its sole discretion, determines that:
  - A. The original Progeo serial number tag has been removed, altered or defaced; or
  - B. The product has been subjected to negligence, accident, improper maintenance, storage or operation as required by the Progeo Owner's Manual, commercial or institutional use,

misuse or abuse, including, but not limited to, exceeding the maximum weight limit of the product or using the product with tie downs or locking, clamping or other restraint systems related to the use of a wheelchair in a motor vehicle; or

- C. The wheelchair has been damaged by improper repairs or repairs made without the express written consent of Progeo.

4. This warranty applies only to the original purchaser/user of the chair and is non-transferable.

5. Progeo's policy is to honor warranties and to perform services only on products purchased from authorized Progeo Dealers in Italy or Progeo International Distributors. If you purchase a Progeo product from an unauthorized Progeo Dealer or International Distributor, or if you reside outside Italy and you purchase a Progeo product from anyone other than the authorized Progeo International Distributor for your country of residence, your warranty will not be valid.

#### **D. OUR RESPONSIBILITY**

Progeo's sole obligation, and your exclusive remedy, under any warranty is to repair or replace, in our sole discretion, the covered components of the wheelchair.

#### **E. FOR WARRANTY SERVICE**

If your product requires warranty service, please contact an authorized Progeo Dealer in your country. In the event of a defect in material or workmanship, the Dealer or Distributor must obtain a return authorization (RA) number from Progeo, and Progeo issues RA numbers only to authorized Progeo Dealers and Distributors. If you do not receive satisfactory service, please email [customerservice@Progeo.net.au](mailto:customerservice@Progeo.net.au) do not return products to our factory without our prior consent. Returns must be shipped with freight pre-paid. Progeo recommends that you insure the product for its full replacement cost.

#### **F. CONSUMER NOTICE**

This warranty gives you specific legal rights, and you may have other legal rights that vary from country to country. The foregoing express warranty is exclusive and in lieu of all other warranties, whether written or oral, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The sole remedy for violations of any warranty whatsoever shall be limited to repair or replacement of the defective product pursuant to the terms contained herein. No warranty, express or implied, shall extend beyond the terms of the warranties provided above. Progeo shall not be liable for any direct, indirect, consequential or incidental damages whatsoever, and in no event shall damages for breach of any warranty exceed the original cost of the product. By registering your Progeo wheelchair, you will be deemed to agree with all provisions of this warranty. No person is authorized to alter or extend the foregoing express warranty or to waive any of the limitations or exclusions.