

SERIES 107 REDMAN POWER CHAIR

TERMS AND CONDITIONS

AND

WARRANTY NOTICE

TERMS AND CONDITIONS

By ordering the Series 107 Redman Power Chair from Medi-Chair, L.L.C. (“Seller”), you (the “Purchaser”) (collectively the “Parties”) agree to the terms and conditions contained herein (the “Agreement”).

□ **Prescription from Practitioner**

The Series 107 Power Chair is offered for sale as a prescription medical device and a written prescription or other order from a licensed practitioner must accompany or be made available for any order from a client.

□ **Pricing and Shipping**

Prices are F.O.B. Tucson, Arizona. Shipping, crating, and delivery charges may be added to the sales price and included on final invoices.

□ **Delivery Time**

Delivery will usually be 10 to 12 weeks from the date the Purchaser signs and dates the Agreement. Seller will make every attempt to deliver your wheelchair promptly, however, Seller’s performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, including acts of God, acts of any government, war, civil disorder, the elements, fire, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

□ **Payment Terms**

Since every Series 107 is custom-configured and custom-built to meet individual clinical and life style needs of the client, Seller requires payment in full (or equivalent) with the order (“or equivalent” means a written guarantee of payment from the Purchaser’s insurance company or other entity that is paying for the Purchaser’s Series 107 power chair and/or a promissory note signed by the Purchaser and if applicable, the Purchaser’s spouse or other co-applicant).

Until the full purchase price is paid, Seller retains title of the Purchaser’s Series 107 Redman Power Chair as security. If the Purchaser fails to pay for her/his Series 107 Redman Power Chair, Seller shall have the right to recover possession the Series 107 Redman Power Chair. On demand, the Purchaser will make the wheelchair available to Seller for pick-up. This contract shall be deemed a security agreement and may be filed by Seller in the appropriate filing office.

□ **Changes to Orders**

As explained above in Payment Terms, each Series 107 power chair is custom-configured and custom-built to meet individual clinical and life style requirements of the client. The client and the client’s consulting health care practitioner(s) are required to sign the

original order and changes to that original order cannot be made without significant expense being incurred.

Seller will evaluate each change request to an order and determine if additional charges and additional time to manufacture/deliver the Series 107 power wheelchair are applicable for the change(s).

□ **Medicare, Medicaid and other Third Party Assignments:**

Seller is not obligated to accept an assignment of the client's right to obtain reimbursement from a third party. Billing any third party does not release the Purchaser from liability for payment of the Series 107 Redman Power Chair power wheelchair except to the extent of payment by the third party. Where payment is made by a third party, such as Medicare or an insurance company, the Purchaser acknowledges that the Purchaser has no right to a refund of the purchase price or any portion thereof paid by a third party.

Seller does not accept Medicare assignments without first reviewing each request for such assignment and then providing a written statement that Seller will accept a Medicare assignment.

□ **Price and Specification Changes**

Because materials and components obtained from our vendors and suppliers may have price changes and/or specification changes, Seller reserves the right to change its prices and specifications without notice.

□ **Limited Warranty Notice**

The following Limited Warranty Notice is provided pursuant to Arizona Revised Statute ("A.R.S.") § 44-1354:

By law the manufacturer is deemed to have provided to you, the Purchaser of an assistive device, a one year warranty that begins on the date of the initial delivery to you. This warranty provides that the assistive device will be free from any defect, malfunction or condition that substantially impairs its use, safety or value.

To ensure that you receive the benefits of this warranty, within one year after the initial delivery to you of the assistive device, you must report any problem with the assistive device to the manufacturer, authorized assistive device dealer or assistive device lessor and make the assistive device available for repair by the manufacturer, authorized assistive device dealer or assistive device lessor.

During the warranty period, if any defect, malfunction or condition cannot be repaired after two attempts or if your assistive device is out of service for at least thirty days for repair of any defect, malfunction or condition

that substantially impairs the use, safety or value of the assistive device, you are entitled to either a comparable new assistive device or a refund of the full purchase price plus any finance charge and collateral cost minus a reasonable allowance for use. If you are leasing an assistive device you are entitled to either a comparable assistive device or a refund of the amount paid under the written lease plus all collateral costs minus a reasonable allowance for use.

The warranty provided to you by law does not cover any defect, malfunction or condition that results from an accident involving the assistive device or from neglect, modification or alteration of the assistive device by any person other than the manufacturer or the manufacturer's agent or distributor or an authorized assistive device dealer or assistive device lessor and the warranty relieves the manufacturer of liability for repairs in these instances.

A manufacturer may refuse to replace an assistive device or may refuse to refund the purchase price if the problem does not substantially impair the use, safety or value of your assistive device.

A contract or agreement for the sale or lease of an assistive device cannot void any of these rights.

□ **Arbitration**

The Purchaser agrees that disputes of any nature concerning, arising out of, or in any way related to this Agreement, and/or the Series 107 Redman Power (the "Chair") will not be resolved through litigation in a court of law, but rather shall be subject to resolution solely and exclusively by binding arbitration in the manner set forth below, and that such arbitration shall be the sole and exclusive remedy under this Agreement. The aggrieved party must initiate arbitration with respect to any dispute concerning, arising out of, or relating in any way to this Agreement and/or the Chair within one (1) year after the dispute accrues or forever be barred from asserting any claims related to such dispute. A dispute accrues when the act(s) or omission(s) giving rise to the dispute first occur(s) or begin(s) to occur. The arbitration shall be held in accordance with the Arizona Revised Uniform Arbitration Act (A.R.S. § 12-3001 *et seq.*). The site of the hearing shall be in Tucson, Arizona. Any party shall have the right to arbitration. Unless the Parties can agree to an arbitrator, a judge of the Superior Court of Pima County, Arizona, shall appoint the arbitrator. The arbitrator shall have the right to order discovery and shall award to the substantially prevailing party any reasonable attorneys' fees and costs, including expert witness fees and costs, that are incurred as a result of the dispute. This provision is an integral and indivisible part of the consideration for this Agreement, and forms a part of the inducement to each of the Parties to enter into this

Agreement. In the event a party refuses or otherwise fails to proceed with arbitration, or attempts unsuccessfully to modify, vacate, or otherwise challenge the arbitrator's award, or fails to comply with the arbitrator's award in any way, the other party is entitled to its reasonable costs and attorneys' fees incurred in compelling arbitration or in defending or enforcing the arbitration award. The parties further agree that to the extent any application for judicial relief is required to enforce a party's rights or obligations under this Agreement, the state and federal courts situated in Pima County, Arizona, shall have sole and exclusive jurisdiction to hear any such application for judicial relief.

□ **Limited Warranty Exclusions**

The following are excluded from coverage under Seller's limited warranty for Series 107 Power Chairs with standard equipment, factory options and authorized accessories:

1. Any damage caused by use of the Series 107 Power Chair, which is not intended, or by intentional abuse or the result of external forces (such as driving over curbs or other obstacles), which the chair is not designed to encounter.
2. Electronics, electrical components, wiring harnesses, and electrical cables damaged by extreme use, exposure to water or other liquids, and/or exposure to extreme heat (operating the chair in temperatures in exceeding of 140 degrees F or storing the chair in temperatures which exceed 170 degrees F).
3. For chairs without heavy duty construction, any damage due to transporting individuals weighing over 250 pounds or when carrying loads weighing more than 250 pounds. For chairs with heavy duty construction, any damage due to transporting individuals weighing over 350 pounds or when carrying loads weighing more than 350 pounds.
4. Any damage due to using cushions or pillows not approved by Seller or a health care practitioner.
5. Any damage due to the use of non-standard equipment, non-factory options and accessories not added by Med-Chair and/or modifications or alterations not authorized by Seller. This warranty covers only original equipment, factory options, and accessories added by Seller and modifications made by Seller at its factory or by one of our authorized service representatives working under the direct supervision of Seller or by someone authorized by Seller's customer service department in writing. This warranty does not cover damage caused by any equipment, accessories or modifications added by a dealer, individual or other party that is not working under direct supervision and/or with expressed permission of Seller. Allowing unauthorized equipment, accessories and/or modifications can invalidate this warranty.
6. Labor or reimbursement for labor expenses to install replacement parts authorized under this warranty is not provided by Seller unless performed by Seller, an authorized service representative working under the direct supervision of Seller, or by someone authorized by Seller's customer service department in writing.
7. Seller reserves the right to refuse to replace a Series 107 Redman Power Chair or may refuse to refund the purchase price if the problem does not substantially impair the use, safety, or value of the Series 107 Redman Power Chair.
8. The above-described Limited Warranty is extended only to you, the Purchaser, and not to any subsequent owner of your Series 107 Redman Power Chair.

9. THE LIMITED WARRANTY IS OFFERED IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR OTHER, INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

□ **Limited Warranty Coverage Start Date and End Date**

For the purposes of this limited warranty, the coverage period will start on the date of delivery to Purchaser by Seller, its authorized representative or authorized dealer and will terminate one year (12 months) from that date.

□ **Technical Assistance**

Seller's Customer Service staff provides technical assistance to the clients and dealer customers twenty-four (24) hours a day, seven (7) days a week at 800-727-6684 or 520-546-6002.

□ **Warranty Claims and Returned Goods**

If Purchaser believes there is a defect, malfunction, or condition with the Series 107 Redman Power Chair during the warranty period that substantially impairs its use, safety or value, the Purchaser or his/her representative must notify Seller in writing to:

- Email Paula@RedmanPowerChair.com
- Fax 520-546-5530

Written notice must describe the exact nature of the problem experienced. Seller will make arrangements to have an authorized service technician determine what repairs are necessary.

Purchaser agrees that in the event Purchaser notifies Seller of a warranty claim as described above, Purchaser shall make the Series 107 Redman Power Chair available for repair.

Purchaser agrees that Seller shall be given a reasonable attempt to repair the Series 107 Redman Power Chair at no charge to Purchaser as defined in A.R.S. § 44-1351(12).

If after a reasonable attempt to repair, the defect, malfunction, or condition persists, Purchaser may elect to receive a comparable replacement chair or a full refund.

Seller reserves the right to refuse to replace Purchaser's Series 107 Redman Power Chair and reserves the right to refuse to refund the purchaser price if the problem does not substantially impair the safety, value, or use of the Series 107 Redman Power Chair or if coverage is excluded as provided above under "Limited Warranty Exclusions."

In the event Purchaser elects to receive a comparable replacement chair or a full refund, Purchaser shall return to Seller the nonconforming Series 107 Power Chair, including any endorsements necessary to transfer physical possession to Seller.

□ **Shipping Fees For Replacement Parts**

When replacement parts or a replacement Series 107 Redman Power Chair is authorized by Seller's customer service department under this limited warranty, Seller will pay the shipping fees to the customer or customer's representative. Expedited shipping is available to the customer at an additional cost.

When the return of warranty claim parts or of a Series 107 Redman Power Chair is authorized by Seller's customer service department, Seller will pay the shipping fees from the customer or customer's representative based on the shipping method authorized by Seller's customer service department.

□ **Returned Goods Policy**

For any returns of a Series 107 Redman Power Chair or accessories ("product") not requested pursuant to the Warranty Claims process set forth above, Purchaser agrees that the following conditions will apply:

1. All returns are subject to the prior authorization of Seller, in its sole and absolute discretion. Purchaser must notify Customer Support at 1-800-727-6684 or 520-546-6002, and complete a Return Request Form that will be mailed to Purchaser upon request. The Return Request Form requires lot numbers, quantities and catalog numbers along with a specific reason for return, and an avowal from Customer under penalty of perjury that the product is in "like new" condition and further that no unauthorized modifications have been made to it. Customer Support will either authorize or deny the request for return, subject to paragraphs 2, 3, and 4 below. Returns will only be accepted from the original purchaser. Returns will not be accepted from third parties. All authorized returned products must be shipped freight prepaid to the Seller location indicated on the Return document and include all accessories. Purchaser shall be responsible for all shipping costs.
2. Any unauthorized returns will not be accepted for return and no credit will be issued therefor. Purchaser will be notified of an unauthorized return and must immediately pick up such product from Seller's warehouse or arrange for return shipment at Purchaser's sole expense. Purchaser acknowledges and agrees that if the product is not picked up or return shipment arrangements made within 90 days of such notification, Seller may charge to Purchaser's account all reasonable storage and maintenance fees, if any, associated with the product, and such fees, together with any sums due Seller pursuant to this Agreement, must be paid in full prior to Seller releasing the product to Purchaser or Purchaser's designated shipping agent, if any. If the product is not claimed by Purchaser within one year of the date of the above-referenced notice, the product will be deemed unclaimed and abandoned, Seller may sell or dispose of same in its sole discretion, and Purchaser agrees that he/she shall have no recourse against Seller.
3. Subject to section 4, below, and due to the custom nature of the Series 107 Redman Power Chair and any accessories thereto, and the limited re-salability of same, if any, all authorized return products that are returned within 30 days of delivery are subject to a restocking charge consisting of 25% of the total invoiced amount for that product,

and all authorized return products that are returned after 30 days will be subject to a restocking charge consisting of 50% of the total invoiced amount for that product. No products will be accepted for return after 60 days from the date of delivery.

4. Notwithstanding anything herein to the contrary, Purchaser acknowledges and agrees that after receipt of an authorized returned product, Seller shall have the right to inspect the returned product for a period of 20 calendar days after the actual date of delivery of the product to Seller in order to confirm, in Seller's sole discretion, that it is in "like new" condition as warranted by Purchaser on the Return Request Form. Purchaser acknowledges, understands, and agrees that if Seller determines, in its sole discretion, that a product is not in "like new" condition, then within 40 days after the actual date of delivery of the product to Seller, Seller, in its sole discretion, may either inform Purchaser that the product will not be accepted for return, or that the applicable credit (*see*, section 3, above) will be reduced accordingly, depending on the condition of the product and its re-salability. In the event that Seller determines that a reduction in credit is warranted, Seller will contact Purchaser who will then have the option of either accepting the reduced credit or accepting the product back, in which case, Purchaser shall be responsible for any and all shipping costs. The provisions of section 2, above, regarding maintenance/storage fees and product abandonment shall apply in the event that Seller determines that the product is not in "like new" condition.

□ **Choice of Law**

This Agreement is governed by the laws of the State of Arizona.

The Purchaser agrees that the purchase of the Series 107 Redman Power Chair has occurred, and will be deemed to have occurred, solely in Arizona.

If any provision or part of a provision, of this Agreement is held illegal or unenforceable in a judicial proceeding or pursuant to the laws of Arizona, such provision or part of the provision, shall be severed and shall be inoperative, and the remainder of the provision and this Agreement shall remain operative and binding on the Parties.

□ **A Note for Consideration**

When a healthcare practitioner/provider prescribes and Seller fits a Series 107 Power Chair to an individual user, we are meeting as many of the clinical and lifestyle needs as the Series 107 Power Chair can.

Meeting these needs is based on factors that are established when --

1. The healthcare practitioner evaluates clinical and lifestyle requirements and
2. Redman Power Chair transforms these requirements into a Series 107 Power Chair specification.

Seller makes every attempt to anticipate the changing needs of each individual and incorporates numerous features that can be adjusted after delivery to meet these new needs. Even with a wide range of adjustments available, every possible change necessary to meet every customer's new needs cannot be built into the Series 107 Power Chair.

Seller asks every customer to consider what is reasonable when determining the validity of warranty claims. Please take into account clinical changes, lifestyle changes,

technology changes and the subjective nature of some features of any Power Chair system, i.e. seating comfort, feet position, head position, etc.

□ **Warranty Registration**

To assure quick and accurate warranty claim processing, Seller requests that each end user complete the warranty registration form below and return it to Seller.

.....
I have read or had read to me the above limited warranty and understand its contents.

Seller ID Number: _____

Signature _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

Email Address _____

Please mail registration to:
Medi-Chair, L.L.C., 1601 S. Pantano Rd, #107, Tucson, AZ
85710-6791

I have read or had read to me the terms and conditions contained in this Agreement and understand and accept them.

Seller:

Medi-Chair, LLC
1601 S. Pantano Road
Suite 107
Tucson, Arizona 85710

By: *Don Redman*

As: *C.E.O.*

Date:

Purchaser:

By:

As: _____

Date: _____