

Warranty Terms and Conditions

The warranties set out in these Warranty Terms and Conditions are given by Wicked Wheelchairs Pty Ltd trading as Wicked Wheelchairs of 1/11 Gateway Court, Coomera, Queensland 4209 (**Wicked Wheelchairs**). Wicked Wheelchairs guarantees that within the relevant warranty period(s) any part or component that is found to have a defect from manufacture in materials or workmanship will be repaired or replaced without charge to you (excluding cost of freight to and from your location to Wicked Wheelchairs).

The benefits offered by this warranty are in addition to your other rights and under the Australian Consumer Law.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

What this warranty covers and how long the warranty lasts

The warranty commences from the date of delivery of the wheelchair to you / date of purchase for the period specified in Appendix A.

Items not covered under this warranty

This warranty will not apply in the following cases:

Wear and tear All parts that wear out as part of their normal operation

Consumable parts All parts that are reasonably considered consumable parts

including tyres and tubes for wheels, brakes, bearings, cushions,

seat slings, head rest, back rest, arm rest, heel pads

Serial Number Tag The original serial number tag has been removed, altered or

defaced

Modifications Any defect or damage which is a result of modifications that have

been carried out without the prior written permission of Wicked

Wheelchairs

Adjustments, repairs

Any defect or damage which is a result of adjustment, repairs or alterations that have been carried out without the prior written

permission of Wicked Wheelchairs

Unauthorised parts The use of parts or the addition of attachments or accessories

which have not been approved by Wicked Wheelchairs

Misuse The wheelchair is damaged as a result of (i) driver negligence (ii)

> not complying with instructions or specifications provided at the time of purchase (the Owner's Manual) (ii) using the wheelchair for a purpose for which it is not designed, including use by any person other than the owner and exceeding the maximum weight limit

Error or accident Where the cause of the defect or damage is due to operator error or

accident

Failure to maintain, care and store your wheelchair appropriately any other influence outside the control of Wicked Wheelchairs

or Reporting

Failure to report warranty defects in a timely manner and have

them repaired quickly

Who this warranty covers, i.e., transferring warranty

This warranty is only valid for the original owner who purchased the wheelchair in Australia for use in Australia.

How to make a claim

You must complete and return to us the Warranty Claim Form.

You can obtain a copy of the Warranty Claim Form by:

- 1. Downloading the file from our website http://www.wickedwheelchairs.com.au/policies.html
- 2. Telephoning Wicked Wheelchairs on (07) 5500 0882 or
- 3. Sending an email to service@wickedwheelchairs.com.au
- 4. The completed Warranty Claim Form together with proof of purchase must be sent to us at service@wickedwheelchairs.com.au.

What happens after you make a claim

Wicked Wheelchairs will contact you within 5 working days of receipt of your correctly completed Warranty Claim Form to advise whether it accepts that there is a defect covered by this warranty.

If there is a defect covered by this warranty and you return your wheelchair and/or defective part or component to Wicked Wheelchairs within the warranty period, Wicked Wheelchairs will repair or replace the defective part or component at no charge to you. In some instances, we may direct you to return your wheelchair and/or defective part or component directly to the manufacturer for repair or replacement.

Should we elect to replace a part or component the original part or component becomes the property of Wicked Wheelchairs.

In the event that the same part or component is no longer available we will determine, in our sole discretion, the closest part or component within the then current range of products with which to replace the defected or damaged part or component.

Replacement of any part of component under these Warranty Terms and Conditions does not extend or restart the warranty period.

Payment for transport costs if a claim is accepted

The costs of transporting the wheelchair to Wicked Wheelchairs (or the manufacturer at the direction of Wicked Wheelchairs) is the responsibility of the consumer.

Wicked Wheelchairs will not be responsible for any damage which occurs during transportation / delivery and the wheelchair will be at the consumers risk while in transit.

APPENDIX A

Summary of Manufacturer's Warranty

	Warranty Period (applicable only to original owner/user)			
Product	Frame/Device	Battery	Optioned & fitted parts at time of purchase (excluding items in column D)	Consumable items (eg: tyres / tubes / bearings / upholstery / padded armrests / plastic parts etc)
	Α	В	C	D
Wheelchairs				
TiLite	7 Years	N/A	1 Year	No Warranty
RGK	5 Years	N/A	1 Year	No Warranty
Motion Composites	Carbon: Life Aluminium: 5 Years	N/A	2 Years	30 Days
Quickie	Limited Lifetime	N/A	1 Year	No Warranty
Kuschall	5 Years	N/A	2 Years	No Warranty
Panthera	5 Years	N/A	1 Year	No Warranty
Quantum Power Wheelchair	2 Years	1 Year	1 Year	3 Months
Quickie Power Chairs	2 Years	1 Year	1 Year	3 Months
Other Products				
Fumpa Pump	N/A	12 months	N/A	N/A
EasyStand	5 Years	90 Days	Hydraulic Actuator: 2 Years All other components: 90 Days	90 Days
FreeWheel	1 Year	N/A	N/A	N/A
DecPac Ramps	18 months	N/A	N/A	N/A
Batec Power Assist Device	2 Years	1 Year	N/A	No Warranty
Klaxon Power Assist Device	2 Years	1 Year	N/A	No Warranty
Yomper	2 Years	1 Year	N/A	No Warranty
E-Motion Power Assist Wheels	2 Years	2 Years	N/A	No Warranty
E Pilot Power Assist	2 Years	2 Years		
Backrests	Backrest	Cover		
ROHO Agility	2 Years	6 months		
ADI	5 Years	180 days		
Varilite	2 Years	12 months		
NXT	2 Years	3 Months		
Jay	2 Years	6 months		
Cushions	Cushion	Cover		
ROHO Single/Dual valve, Healpad, Hybrid Elite, Nexus Spirit	2 Years	6 months		
ROHO Quadtro Select, Contour Select	3 Years	6 months		
ROHO Mosaic, Harmony, LTV, Adaptor Pad	1 Year	6 months		
Jay Basic	1 Year	6 months		
Vicair	2 Years	6 Months		
Jay Range (excluding Jay Basic & Combi)	2 Years	6 months		
Varilite Range	2 Years	1 Year		
NXT BioFit	2 Years	3 Months		