

Warranty Policy

THREE-YEAR LIMITED WARRANTY

Three (3) years from the date of purchase on all structural frame components; seat post, and frame.

ONE-YEAR LIMITED WARRANTY

One (1) year from the date of purchase, if any electronic component of the Scooter or Power Chair is found upon examination to be defective in material and/or workmanship, it will be repaired or replaced, at IMC-Heartway, L.L.C. dba Heartway USA's option, without charge. Labor charges are NOT included. The purchaser is responsible for the delivery to the authorized repair facility. Satisfactory proof of purchase, serial number and the date of purchase are always required. For warranty service, please contact the dealer/company from whom you purchased your Heartway product.

SHIPPING - DOMESTIC: All warranty items will be shipped via UPS Ground. Requested expedited shipping will be at the expense of the purchaser.

SHIPPING - INTERNATIONAL: Parts will be provided under warranty at no charge, but shipping to any offshore and/or international location will be the responsibility of the purchaser. International and offshore end-users must contact the dealer/distributor directly to initiate the warranty process.

ONE-YEAR WARRANTY EXCEPTIONS

Motor: In cases where there is an increase in the operational noise level, the warranty does not apply. (An increase in operational noise level usually occurs due to abusive and excessive strain on the scooter or power chairs).

The batteries are warranted by IMC-Heartway, L.L.C. dba Heartway USA for 6 months after the purchase of the Unit.

Service: Warranty service can be performed by IMC-Heartway, L.L.C. dba Heartway USA or by an authorized IMC-Heartway, L.L.C. dba Heartway USA service facility. Do not return faulty parts to IMC-Heartway, L.L.C. dba Heartway USA without prior consent. A request for a Return Authorization is required prior to returning items. All transportation costs and shipping damage incurred while submitting units and/or parts for repair or replacement are the responsibility of the original purchaser.

WARRANTY EXCLUSIONS: This warranty is only given to the original purchaser of the Scooter or Power chair. This Warranty excludes:

- Consumable items which may need replacing due to normal wear and tear (tires, tubes, belts, bulbs, upholstery and seating, motor brushes, fuses, plastic shrouds and footrest covers, etc.)
- Damaged caused by: battery fluid spillage or leakage, abuse, misuse, accident, or negligence, improper operation, excessive loading, maintenance, or storage, commercial use or use other than normal.
- Used other than for the purpose of the purchaser's personal mobility.
- Repairs and/or modifications made to any part of the scooter/ power chair without specific and prior consent from IMC-Heartway, L.L.C. dba Heartway USA.
- Labor, service calls, shipping, and other charges incurred for repair of the product not approved by IMC-Heartway, L.L.C. dba Heartway USA.

Batteries: Batteries carry a limited warranty which is subject to a stringent wear and tear clause. Any battery faults due to a defect in the original manufacture will normally become obvious within the first two months of use. Any gradual deterioration in performance after this period is normally associated with fair wear and tear, misuse or accidental damage and as such is not covered by the manufacturer's warranty. There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to one (1) year from the date of the original purchase and to the extent permitted by law. Any and all implied warranties are excluded. This is the exclusive remedy. Liabilities for consequential damages under any and all warranties are excluded. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion of limitation of incidental or consequential damages. So, the above limitation or exclusion may not apply to you. Heartway USA