

15. Limited Warranty

PLEASE NOTE: THE WARRANTY BELOW HAS BEEN DRAFTED TO COMPLY WITH FEDERAL LAW APPLICABLE TO PRODUCTS MANUFACTURED AFTER JULY 4, 1975.

This warranty is extended only to the original purchaser who purchases this product when new and unused from Invacare or a dealer. This warranty is not extended to any other person or entity and is not transferable or assignable to any subsequent purchaser or owner. Coverage under this warranty will end upon any such subsequent sale or other transfer of title to any other person.

This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

Invacare warrants the mattress and cover when purchased new and unused to be free from defects in materials and workmanship for a period of one year from the date of purchase from Invacare or a dealer, with a copy of the seller's invoice required for coverage under this warranty. Invacare warrants the electronics of the control unit when purchased new and unused to be free from defects in materials and workmanship for a period of one year from the date of purchase from Invacare or a dealer, with a copy of the seller's invoice required for coverage under this warranty. The internal pump, blower and compressor are warranted for a year from the date of purchase from Invacare or a dealer, with a copy of the seller's invoice required for coverage under this warranty. If within such warranty period any such product shall be proven to be defective, such product shall be repaired or replaced, at Invacare option. This warranty does not include any labor or shipping charges incurred in replacement part installation or repair of any such product. Invacare's sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement.

For warranty service, please contact the dealer from whom you purchased your Invacare product. In the event you do not receive satisfactory warranty service, please write directly to Invacare at the address on the back cover. Provide dealer's name, address, model number, and the date of purchase, indicate nature of the defect and, if the product is serialized, indicate the serial number.

Invacare will issue a return authorization. The defective unit or parts must be returned for warranty inspection using the serial number, when applicable, as identification within thirty days of return authorization date. DO NOT return products to our factory without our prior consent. C.O.D. shipments will be refused; please prepay shipping charges.

LIMITATIONS AND EXCLUSIONS: THE WARRANTY SHALL NOT APPLY TO PROBLEMS ARISING FROM NORMAL WEAR OR FAILURE TO ADHERE TO THE ENCLOSED INSTRUCTIONS. IN ADDITION, THE FOREGOING WARRANTY SHALL NOT APPLY TO SERIAL NUMBERED PRODUCTS IF THE SERIAL NUMBER HAS BEEN REMOVED OR DEFACED; PRODUCTS SUBJECTED TO NEGLIGENCE, ACCIDENT, IMPROPER OPERATION, MAINTENANCE OR STORAGE; OR PRODUCTS MODIFIED WITHOUT INVACARE'S EXPRESS WRITTEN CONSENT INCLUDING, BUT NOT LIMITED TO: MODIFICATION THROUGH THE USE OF UNAUTHORIZED PARTS OR ATTACHMENTS; PRODUCTS DAMAGED BY REASON OF REPAIRS MADE TO ANY COMPONENT WITHOUT THE SPECIFIC CONSENT OF INVACARE; PRODUCTS DAMAGED BY CIRCUMSTANCES BEYOND INVACARE'S CONTROL; PRODUCTS REPAIRED BY ANYONE OTHER THAN AN INVACARE DEALER, SUCH EVALUATION SHALL BE SOLELY DETERMINED BY INVACARE.

THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND 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.

THE APPLICATION OF ANY IMPLIED WARRANTY WHATSOEVER SHALL NOT EXTEND BEYOND THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN. INVACARE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

THIS WARRANTY SHALL BE EXTENDED TO COMPLY WITH STATE/PROVINCIAL LAWS AND REQUIREMENTS.