

## Your Contract - Key Terms and Warranties

### 1. Essential contract provisions

Lifestyle Mobility has carefully explained the type of scooter to the purchaser/ or the purchaser has purchased the scooter online (strike out whichever is inapplicable). You have received this product in good working order and condition.

### 2. What we need from you

-That you provide accurate information about the weight which the scooter is required to carry and the purposes for which the product is required.

-That where you purchasing through rent to buy arrangement you are able to pay a 10% deposit.

The you acknowledge that you are satisfied with the product as purchased and Lifestyle Mobility has explained that the scooter is suitable for general use and provided you with basic information as to the use of the product/scooter.

### 3. Ownership of the goods passes to you at the point of sale.

Ownership of the product passes to you at point of sale and is no longer the property of Lifestyle Mobility. The product may not be returned simply because of a change your mind about the product or your own personal requirements.

### 4. Our commitment to you

You have purchased a reliable and robust product that will greatly improve your mobility and lifestyle. In return, we offer the warranty as described below.

#### **Warranty Terms and Conditions**

Any sale of product by Lifestyle Mobility is subject to and conditional upon its general trading terms and conditions. Where there is any inconsistency, In the event of any inconsistency, the terms of this Warranty shall prevail.

Our goods come with guarantees that cannot be excluded under federal or state consumer laws. You are entitled to have your goods repaired if there is a fault during the warranty period and if the goods cannot be repaired, we will replace them within the Warranty period. You are also entitled to have the goods repaired or replaced within the applicable warranty period if the goods fail to be of acceptable quality.

#### **-Three Year Limited Warranty**

For the period of three years from the date of purchase from Lifestyle Mobility in the event of defective materials or workmanship under normal use and not caused by buyer misuse or negligence, Lifestyle Mobility will repair or replace at our option any of the following components which we or our authorised representative found to be defective: the steel frame and frame welds; front fork and seat post.

#### **- Eighteen-month limited Warranty**

For a period of 18 months from the date of purchase from Lifestyle Mobility, in the event of defective materials or workmanship we will repair or replace at our option any of the following components found to be defective by us or our authorised representative: the transaxle; the electrical function only of the motor or brake; wire harnesses.

It should be noted that any increase in the operating noise of the transaxle with normal wear and tear, does not constitute a defect or major fault. It is normal for operating noise to increase over time.

#### **-One Year Warranty**

For the period of one year, from the date of purchase from Lifestyle Mobility, in the event of defective materials or workmanship, we will repair or replace at our option any of the following components found to be defective by our authorised representative:

- Dash Assembly
- Battery Charger
- Electronic Controller
- Bearings
- Bushings
- Seat Swivel Mechanism
- Rubber Components, excluding tyres
- Plastic Components, excluding body

#### **-Three- month Warranty**

Batteries are covered by warranty for a period of 3 months from the date of purchase from Lifestyle Mobility. Whilst it is usual for tyres and batteries to last for considerably longer, battery use and tyre wear and tear is beyond the control of Lifestyle Mobility.

NOTE: Items not listed above are not covered for repair under this warranty

### 5. Warranty Exclusions

Lifestyle Mobility does not provide warranty on any of the following items which may require replacement due to the normal wear and tear of day to day usage:

- Tyres and Tubes
- Plastic Shrouds
- Motor Brushes
- Bulbs / Fuses
- Brake pads
- Upholstery

- Armrest pads

This warranty also excludes Damage caused by:

- loss or theft of the product or its components; improper use of the product; any parts added or altered by a non-authorized person; abuse, misuse, accident or negligence; exceeding the specified weight capacity of the product, call out fees or freight costs if the product is not returned to Lifestyle Mobility or its authorized dealer
- Battery fluid spillage or leakage
- Improper operation, maintenance or storage
- Commercial use or use other than normal
- Repairs and / or modifications made to any part without specific written consent of Lifestyle Mobility
- Accessories
- Failure to adhere to the product instructions contained in the Owner's Manual
- Acts of Nature, such as lightning strikes, etc.
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**6. Alteration and changes to the product**

Occasionally customers will want to make physical changes or alterations to the scooter, for example, welding an additional footrest on to the scooter or widening the chair by physically changing the armrests to provide a wider seating capacity. Such changes or anything of a like nature means that THE PROVISIONS OF THE WARRANTY NO LONGER APPLY.

**7. There is no other express warranty**

Implied warranties, including those of merchantability and fitness for a particular purpose are excluded. Liabilities for consequential damages are excluded. This warranty gives you specific rights and you may also have other rights under federal and state consumer laws.

**8. Returns and Refunds Policy**

Please note that ownership of the product or goods passes to you at the point of sale. Your signature (or that of your representative) finalises the sale and the goods pass to your ownership and are non-returnable, save for the faulty goods provisions below or where there is a door to door sale, in which case a cooling off period applies. All items delivered via our delivery method, are deemed to be a completed sale when you the customer accept the products as delivered and demonstrated. We will only accept returns on products where the item is faulty and cannot be repaired. Your statutory rights are not affected. The cost of returning product is your responsibility.

In the event of an agreed return, the product must be returned in unused condition, including all packaging and accessories. If it is agreed between you and Lifestyle Mobility that an item is to be returned, you must notify us in writing, either by letter, e-mail or fax within 7 days of the date of delivery Telephone notification is **not** acceptable.

Pursuant to the Australian Consumer law, where a salesperson approaches you at your front door or over the phone for example, the legislation provides that the consumer has the right to cancel the contract within ten business days from the date the agreement document. If it is that type of sale, the consumer can terminate the agreement verbally or in writing at any time during this period.

Sign here, if door to door sale.....

(Or delete paragraph.)

**9. Mechanical faults**

In the event there is a faulty product and Lifestyle Mobility or its repair technician agents have not been able to repair it, it is your responsibility to pack the product safely and return it via courier to Lifestyle Mobility. That transportation will be at your expense. If it is subsequently confirmed by Lifestyle Mobility that the fault is a warranty issue, you will be reimbursed the cost of the courier's transportation. In the event that it is not a warranty matter, you will be responsible for costs of transport and any repairs to the product.

It is strongly recommended that you use a parcel delivery company which will insure you for the value of the goods, as Lifestyle Mobility will not be liable for goods that do not reach us or arrive damaged.

An administration fee of 15% of the goods' purchase price of the goods will be charged to cover costs incurred by Lifestyle Mobility.

**10. How to get Warranty Service**

Warranty service must be performed by an authorized Lifestyle Mobility representative. Lifestyle Mobility reserve the right to replace warranted parts with refurbished or new parts at our discretion. All service calls, call-out fees, transportation costs or any other charges associated with any warranty repairs are the responsibility of the purchaser.

Warranty is for the replacement of the part only and does not include freight for the replacement parts. Consumers must not to return any item to Lifestyle Mobility without prior written authorisation.