

Heartway Warranty Labor Program (HWL)



Terms and Conditions

Please carefully read this entire document. It describes the terms of the Heartway Warranty Labor Program, HWL Program (the “Program”), under which Heartway USA will provide you with outsourced in-warranty labor, service, parts and repair on registered products (the “Services”).

Heartway USA will provide the Services only in the United States and only if you accept the terms of this Program. You accept this Program and the terms and conditions described herein by returning the Heartway Warranty Labor Program End-user Registration Form, to Heartway USA and by paying the requisite registration fee (fee to be established by a signed cover letter filed in addition to this document).

A. UNDERSTANDING THE PROGRAM

This Program does not replace the warranty for any product. The HWL Program is not a warranty or extended warranty and it is not sold to any consumer. Instead, this Program can only be purchased by you as a provider, to outsource your labor, service, parts and repair operations during the first 12 months warranty period of registered power wheelchairs and scooters when purchased new and unused.

B. PLAN IS OFFERED TO YOU AND PAID BY YOU AND NOT BY CONSUMERS

The Program is offered to you and the cost is charged to you. The Program offers you a way to outsource your performance of non-reimbursed labor, service, parts and repairs during the first 12 month warranty period for your consumers and enjoy the resulting savings in time and overhead. If you decide to charge consumers, those charges would not be reimbursable by any state or federal health care program and should not be submitted. For any covered post-warranty services and repairs, the third-party service centers, and not your dealership, will offer Medicare or other insurance billing. Before charging consumers, please consult with a legal adviser to determine if there are any laws in your state applicable to consumer service contracts. If you charge consumers, this Program would still be between Heartway USA and you and is not transferable to the consumers. Instead, you would have to create your own contract with your consumers to cover what services you will provide to them.

C. COVERAGE OF THE PROGRAM

Subject to any limitations in the applicable warranty, the Program covers all needed warranty parts and services, during the warranty period. You are the covered party under this Program, and not your consumer. The Program can be ordered in conjunction with the purchase of any power wheelchairs or scooters built by a supported manufacturer. Once the Program is purchased for an eligible product, that product becomes a “Covered Product.” The Program can also be ordered after the time of the eligible equipment purchase, provided that the applicable warranty is still in force, and that the eligible equipment has not been used. The program is limited to the remaining time on any applicable

manufacturer warranty.

D. WHAT THE PLAN DOES NOT COVER

THE PROGRAM DOES NOT COVER BATTERY RE-CHARGING.

THE PROGRAM DOES NOT COVER BATTERY OR CHARGER REPLACEMENT.

THE PROGRAM DOES NOT COVER THE INITIAL SETUP OF THE COVERED EQUIPMENT OR ANY ADJUSTMENTS TO INITIAL SETUP.

THE PROGRAM DOES NOT PROVIDE ANY CONSUMER EDUCATION OR TRAINING FOR THE COVERED EQUIPMENT.

THE PROGRAM DOES NOT PROVIDE IMMEDIATE “IN THE FIELD” ASSISTANCE TO THE CONSUMER – IT IS INTENDED TO PROVIDE SERVICE IN THE CONSUMER’S RESIDENCE OR AT A NEARBY SERVICE LOCATION.

THE PROGRAM DOES NOT COVER ANY PARTS OR SERVICES IF THE COVERED PRODUCT’S CONDITION OR USE IS EXCLUDED FROM COVERAGE UNDER THE LIMITATIONS CONTAINED IN THE PROVIDING MANUFACTURERS’ WARRANTY, INCLUDING BUT NOT LIMITED TO EXCLUSION OF ANY LABOR, SERVICE, PARTS OR REPAIRS REQUIRED DUE TO NORMAL WEAR AND TEAR, ABUSE OR MODIFICATION OF THE PRODUCT.

PLEASE REVIEW THE WARRANTY IN FULL TO UNDERSTAND THE EXCLUSIONS IN THE WARRANTY.

E. START DATE AND EXPIRATION DATE OF THE PLAN

The Program will begin when you purchase it and it will expire when the applicable warranty expires – the Program does not extend the warranty. If the Program is purchased for an unused item whose warranty expires before the end of the Program term (12 months), labor will remain free for the end-user, but parts will be charged to the end-user, providing medical equipment retailer or manufacturer.

F. HOW THE PLAN WORKS

You will activate the Heartway Warranty Labor Program for a particular covered product by sending in the activation form. Then, if any service, parts or repair are needed, your consumer will call the toll-free number provided by Heartway USA for service. Within 24 hours of the original consumer phone call, the consumer will receive a return phone call to schedule service. This applies to the standard, Monday through Friday, work week and does not apply to Saturday and Sunday or Federal holidays. On the scheduled date and time and at the agreed upon location, a trained service technician will then provide the Services.

IMPORTANT NOTE: The Program does not provide immediate “in the field” assistance to the consumer – it is intended to provide service in the consumer’s residence or at a nearby service location. If immediate emergency attention is needed (a service visit within 24 hours), the original

provider of the equipment may be notified to directly assist its consumer to ensure the best level of consumer service.

G. THE POST-WARRANTY PERIOD

The Program does not provide coverage after the warranty expires. During the post-warranty period for any needed labor, service, parts and repair, your consumer will be responsible for any charges that are not covered by their insurance.

H. TRANSFERABILITY

The HWL Program is not transferable from product to product or from provider to provider or from consumer to consumer. A separate plan needs to be purchased by you for each eligible Heartway USA product that you want to cover with the Program. Please also note that each eligible product's warranty does not transfer from the first user to any subsequent user. Accordingly, the HEARTWAY Warranty Labor Program will end with any such transfer because the warranty will have ended. You cannot purchase a new Program for that subsequent user because there would not be any in-warranty period remaining.

I. CONTRACTORS FOR THE SERVICES

Heartway USA or the third-party service provider that has been hired by Heartway USA will perform the Services. The contractor will perform the Services according to the Program.

J. LIMITED SERVICES WARRANTY; DISCLAIMER OF WARRANTIES WHEELCHAIR AND SCOOTER REPAIR WARRANTS ONLY THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMAN LIKE MANNER. NO OTHER EXPRESS WARRANTIES ARE PROVIDED TO YOU. ANY IMPLIED WARRANTIES ARE LIMITED TO THE TERM OF THIS SERVICE AGREEMENT. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO YOU BY US OR OUR CONTRACTORS WILL CREATE A WARRANTY BY US OR INCREASE THE SCOPE OF THIS PROGRAM. THIS SERVICE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

K. LIMITATION OF LIABILITIES

OUR LIMIT OF LIABILITY FOR ANY CLAIM UNDER THIS PROGRAM IS THE COST TO REPAIR OR REPLACE YOUR COVERED PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS PROGRAM, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE PRODUCT AND THE PROGRAM BY YOU. UNDER NO CIRCUMSTANCE WILL HEARTWAY USA BE JOINTLY OR SEPARATELY LIABLE FOR ANY OF THE FOLLOWING: (1) THIRD-PARTY CLAIMS AGAINST YOU FOR LOSS OR DAMAGES; (2) LOSS OF, OR DAMAGE TO, YOUR RECORDS, FILES OR DATA; OR (3) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, PROFITS OR SAVINGS), EVEN IF WHEELCHAIR AND SCOOTER REPAIR IS INFORMED OF THEIR

POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

L. CANCELLATION AND RETURNED PRODUCT

Heartway USA may cancel this Program for fraud, material misrepresentation or non-payment by you or if required to do so by any state, federal or other regulatory authority. Heartway USA may also cancel this Program at any time and issue a pro-rated credit to your account with Heartway USA based on the amount of time remaining in that returned product's warranty period.

M. GOVERNING LAW & OTHER PROVISIONS

The laws of the State of California shall govern this Program and any dispute arising out of or relating to this Program. This Program is the entire agreement between Heartway USA and you concerning the provision of the Services and supersedes any prior or contemporaneous oral and/or written understandings about the Program. In the event that any provision of this Program is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

N. ARBITRATION AGREEMENT

The Parties hereto agree that any and all claims, controversies or disputes arising from or related to this Agreement, including, but not limited to those claims, controversies or disputes pertaining to the formation, construction, performance, applicability, interpretation, enforceability, or breach of this Agreement, or any claim or assertion that all or part of this Agreement is void or voidable, shall be settled by binding arbitration according to the rules of the State of California. Further, venue for the arbitration proceeding shall be in Los Angeles, California. The Parties hereto also agree that any award tendered by the arbitrator may be entered as a judgment in the Florida State Courts and enforceable as an order of said court and the Parties hereby submit to the venue and jurisdiction of that court for purposes of enforcement of any arbitration award.

O. PREMIUM SERVICE PROGRAM RETAIL AGREEMENT

These Terms and Conditions shall be subject to amendment for the purpose of establishing a retail agreement with a manufacturer or other entity. The retail agreement shall expressly state the mutually agreed upon wholesale price for the Program, as well as outline payment and registration conditions for all enrollees. The retail agreement must be signed by both a representative member of Heartway USA and retailing entity.

M. PLAN ADMINISTRATOR CONTACT INFORMATION

If you have any questions about the Program, please contact Heartway USA at:

Heartway USA C/O Heartway Warranty Labor Program
5681 Independence Circle
Fort Myers, FL 33912

Heartway Warranty Labor Program End-user Registration Form

Make all checks payable to Heartway USA, mail payment and the form below to:

Heartway USA
5681 Independence Circle
Fort Myers, FL 33912

End-user Information

Today's Date:

End-user Name:

Phone #:

Address:

Contact Person:

City:

State:

Zip:

Manufacturer and Model:

Serial Number:

Original Date of Service (Delivery):

Provider Information

Provider's Name:

Phone #:

Address:

Contact Person:

City:

State:

Zip:

Heartway Warranty Labor Program Registration (please select one)

Scooter

Power chair

Fill out and detach the portion below and give to the end-user!

Heartway Warranty Labor Program Member



HEARTWAY USA

Your power wheelchair or scooter is registered with the Heartway Warranty Labor Program. This Program covers the first year of warranty repairs, in accordance with the **Terms and Conditions** agreement, which can be provided by your product's dealer or by calling the number listed below.

For Repairs Call:

1-866-464-9779

Product Model _____

Issue Date ____/____/____

Product Serial Number _____