Drive DeVilbiss Healthcare power mobility products are designed to withstand the rigors of daily use and include a comprehensive limited warranty to ensure years of service. Should you have any problems, you can be assured that we will see to it that any technical or service issues will be remedied promptly and completely.

Under our Peace of Mind Product Protection Plan, Drive DeVilbiss will repair, service or replace product - or product components - due to mechanical and electrical breakdowns or defects in material and workmanship, effective for up to 14 months from date of purchase. The plan is required for all residential deliveries of Drive DeVilbiss power mobility products.

**USING THE PLAN**

Peace of Mind offers professional troubleshooting and service by highly trained industry professionals with years of product experience and no out-of-pocket expense for repairs or replacements – your only costs occur should you need to ship the product to us.

Using Peace of Mind is simple:

- Have the model, serial number, date of purchase and the name of the dealer ready
- If you choose to call:
  - Have the product nearby so that troubleshooting can begin promptly
  - Call (866) 621-4933 to reach a Peace of Mind Service Technician directly
  - Tell the service technician that the product is protected under the Peace of Mind Protection Plan
- You can go online to www.drivemedical.com/osc/catalog/pom and look for the link to the “Online Form”.
- If you prefer email, contact us at peaceofmind@drivemedical.com

When speaking to the service technician, they will evaluate the situation with the product and take necessary steps to remedy the problem. Often, our trained technical service representatives can diagnose the problem over the phone.

If the problem cannot be solved over the phone, the service technician will explain the quickest, most efficient solution for getting the product running again. These solutions may include, but are not limited to, shipment of an easy-to-install replacement part, service by an authorized service technician or service at our facility.

* Damage resulting from neglect, misuse, and failure to follow manufacturers’ instructions or normal wear and tear (tires, fabric/upholstery, bearings, ABS plastic shrouds, footrests, fuses, bulbs, bumpers, aesthetics, etc.) are excluded from coverage. Coverage also excludes battery or charger installation or maintenance service.

**PLAN FEATURES**

- A single phone number for troubleshooting, replacement parts or repairs available Monday - Friday from 8:30 a.m. to 5:00 p.m. EST.
- Professional troubleshooting and service by highly trained industry professionals with years of product experience
- No out-of-pocket expense for repairs or replacements—your only costs occur should you need to ship the product to us

**INDUSTRY-LEADING WARRANTY**

We offer a limited lifetime warranty to the original purchaser for the frame on your Drive and mobility product. We also include a fourteen (14) month limited warranty for the drive train components (transaxle, motor, wiring harness, and brake) and six (6) months warranty on the battery. This warranty does not extend to purchasers of used equipment. The limited warranty does not cover labor charges.
FULL PLAN TERMS & CONDITIONS

A. PLAN BASICS
This document sets forth the terms and conditions governing the Drive DeVilbiss Healthcare Peace of Mind plan (the "Plan"). Drive DeVilbiss Healthcare, ("Drive DeVilbiss") will provide the services described in this document only in the continental United States. This Plan does not replace the Warranty (defined below). The Plan is not a warranty or extended warranty, is not sold directly to any consumer, and is designed for the benefit of the ultimate consumer. This Plan can only be purchased by the Provider, to outsource its non-reimbursed labor, service, parts and repair operations during the Warranty period for certain Drive DeVilbiss products when purchased new and unused. All references to the “Warranty” herein are to that certain warranty delivered in conjunction with the purchase of the Covered Product.

B. PLAN COVERAGE; PLAN PERIOD
The Plan may be ordered in conjunction with all power wheelchairs and power scooters sold by Drive DeVilbiss when purchased new and unused. Once the Plan is purchased for an eligible product, that product becomes a "Covered Product." Coverage under the Plan begins at the time of the actual sale of the Covered Product by the Provider to the initial consumer. Subject to any limitations in the applicable Warranty, the Plan only covers all required Warranty parts and services for the Covered Product until the earlier of (i) the expiration of the Warranty period, or (ii) fourteen (14) months from the date the actual sale of the Covered Product by the Provider to the initial consumer (the "Plan Period"). Under no circumstances shall the Plan be viewed as an extension of any applicable warranties. The Plan does not provide coverage after expiration of any applicable Warranty.

C. EXCLUSIONS FROM PLAN COVERAGE
THE PLAN DOES NOT COVER REPAIRS NECESSITATED BY WEAR AND TEAR RESULTING FROM NORMAL USAGE OF THE COVERED PRODUCT, VANDALISM, NEGLECT, MISUSE, OR ANY ABUSE OR MODIFICATION OF THE COVERED PRODUCT. THE PLAN DOES NOT COVER BATTERY RECHARGING. THE PLAN DOES NOT COVER THE INITIAL SETUP OF THE COVERED EQUIPMENT OR ANY ADJUSTMENTS TO INITIAL SETUP. THE PLAN DOES NOT PROVIDE ANY CONSUMER EDUCATION OR TRAINING FOR THE COVERED PRODUCT. THE PLAN DOES NOT PROVIDE "IN THE FIELD" ASSISTANCE TO THE CONSUMER. THE PLAN DOES NOT COVER ANY PARTS OR SERVICES IF THE COVERED PRODUCT’S CONDITION OR USE IS EXCLUDED FROM COVERAGE UNDER THE LIMITATIONS CONTAINED IN ANY 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.

D. HOW THE PLAN WORKS
Upon purchasing the Plan, Drive DeVilbiss will provide the Provider or a designated initial consumer with information regarding the Plan. In the event covered parts or services are required during the Plan Period, the consumer should contact the Drive DeVilbiss service department by calling the telephone number provided to the consumer. Once contacted by the consumer, our trained service technicians will evaluate the repair or maintenance issue and, if necessary, take steps to remedy the problem. Drive DeVilbiss, in its sole discretion, shall determine the best method and party for remedying a problem with the Covered Product. Examples of possible methods for remedying a problem with the Covered Product include, but are not limited to, the following:

1. Troubleshooting between an Drive DeVilbiss service technician and a consumer to identify a problem with the Covered Product which may include shipping a part to a consumer and taking the consumer through a simple part replacement or repair;
2. Replacement of the Covered Product by Drive DeVilbiss with a new or refurbished product of the same model, after the return of the Covered Product to Drive DeVilbiss by the consumer (all costs and actions necessary to return the Covered Product to Drive DeVilbiss, including but not limited to packaging the Covered Product for shipment, delivering the Covered Product to a delivery company, and insuring and shipping the Covered Product to Drive DeVilbiss, shall be the sole responsibility of the consumer, while the cost of shipping the replacement product to the consumer shall be the responsibility of Drive DeVilbiss);
3. Repair of the Covered Product at the Drive DeVilbiss service center after the return of the Covered Product to Drive DeVilbiss by the consumer (all costs and actions necessary to return the Covered Product to Drive DeVilbiss, including but not limited to packaging the Covered Product for shipment, delivering the Covered Product to a delivery company, and insuring and shipping the Covered Product to Drive DeVilbiss, shall be the sole responsibility of the consumer, while the cost of shipping the repaired product to the consumer shall be the responsibility of Drive DeVilbiss);
4. Arranging for the repair of the Covered Product after the delivery of the Covered Product by the consumer to a local Drive DeVilbiss approved dealer or third party service center or
5. Arranging for a service call by a trained service technician from a local dealer or other third party.

E. TRANSFERABILITY
The Plan is being delivered to Drive DeVilbiss and the Provider may not be transferred or assigned to any other person or party. Further, the Plan may not be assigned or transferred from product to product. Notwithstanding anything to the contrary contained in this document, Drive DeVilbiss and the Provider acknowledge that this Plan will be delivered by the Provider to the initial consumer of the Covered Product and that the initial consumer only, and not the Provider, will be the party utilizing the services described in this document. The initial consumer of the Covered Product may not transfer this Plan to any subsequent consumer without the express, written consent of Drive DeVilbiss.

F. CANCELLATION AND RETURNED PRODUCT
For Covered Product purchases that make the purchase of the Plan an option: At any time within the first thirty (30) days after the Provider purchased this Plan, the Provider may cancel the Plan for a complete refund of the cost paid for the Plan, if Drive DeVilbiss has not provided any services for the Covered Product within that period. Also, if a consumer returns the Covered Product to the Provider, Drive DeVilbiss will issue a credit to the Provider’s account with Drive DeVilbiss for the Plan’s cost depending on the remaining Warranty period. Drive DeVilbiss will credit the full price of the Plan if the product is returned within the first thirty (30) days of the Plan’s purchase and if Drive DeVilbiss has rendered no services under the Plan. If the product is returned after thirty (30) days, no refund will be issued. The foregoing are the Provider’s sole cancellation options. If the Provider desires to cancel, return this Plan and a copy of the applicable invoice together with a written request for a refund of the fees paid (or if paid on account, for a credit to the applicable account with Drive DeVilbiss) to the address below. Drive DeVilbiss may cancel this Plan for fraud, material misrepresentation or non-payment or if required to do so by any state, federal or other regulatory authority. Drive DeVilbiss may also cancel this Plan at any time and issue a pro-rated credit to the applicable account with Drive DeVilbiss based on the amount of time remaining in that returned product’s Warranty period.

G. LIMITED SERVICES WARRANTY; DISCLAIMER OF WARRANTIES
DRIVE DEVILBISS WARRANTS ONLY THAT THE SERVICES DESCRIBED IN THIS PLAN WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. NO OTHER EXPRESS WARRANTIES ARE PROVIDED. ANY IMPLIED WARRANTIES ARE LIMITED TO THE TERM OF THIS PLAN. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO THE PROVIDER BY OR ITS CONTRACTORS WILL CREATE A WARRANTY BY DRIVE DEVILBISS OR INCREASE THE SCOPE OF THIS PLAN. THIS PLAN GIVES THE PROVIDER SPECIFIC LEGAL RIGHTS AND THE PROVIDER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. H. LIMITATION OF LIABILITIES

DRIVE DEVILBISS’S LIABILITY FOR ANY CLAIM UNDER THIS PLAN SHALL BE LIMITED TO THE COST TO REPAIR OR REPLACE THE COVERED PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS PLAN, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE COVERED PRODUCT AND THE PLAN BY PROVIDER. ANY AND ALL DISPUTES RELATED TO THIS PLAN SHALL BE RESOLVED BY DRIVE DEVILBISS IN ITS SOLE DISCRETION. UNDER NO CIRCUMSTANCE WILL DRIVE DEVILBISS BE JOINTLY OR SEVERALLY LIABLE FOR THIRD-PARTY CLAIMS AGAINST THE PROVIDER FOR LOSS OR DAMAGES OR LOSS OF, OR DAMAGE TO, THE PROVIDER’S RECORDS, FILES OR DATA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRIVE DEVILBISS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED UNDER THIS PLAN, DELAY IN FURNISHING SERVICES OR FAILURE TO FURNISH SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR LOS PROFORMA, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF DRIVE DEVILBISS IS INFORMED OF THE POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY IN SOME CASES.

I. MISCELLANEOUS
1. Compliance with HIPAA. Part 164.512 of the Health Insurance Portability and Accountability Act (“HIPAA”) allows for otherwise protected consumer health information to be disclosed to enable service and warranty work for any FDA regulated product.
2. No Warranty. Nothing in this document shall be construed as a warranty, extended warranty or as a modification to any warranty applicable to the Covered Product.
3. Subcontractors. Drive DeVilbiss, in its sole discretion, may subcontract any services provided under the Plan.
4. Governing Law. This document and the Plan shall be governed by, construed and interpreted in accordance with the laws of the State of South Carolina.
5. Severability. In the event that any provision of this Plan is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

J. DRIVE DEVILBISS CONTACT INFORMATION
Drive DeVilbiss Medical, Inc. 199 Seaview Blvd., Port Washington, NY 11050