**Drive Devilbiss – Extended Product Warranties Terms and Conditions**

1. **Introduction**

These terms and conditions apply to all products features in this brochure from Drive DeVilbiss Healthcare ("the Company"). By purchasing and using these products, you ("the Customer") agree to the following terms and conditions.

**2. Product Warranty**

* This warranty guarantees that the products are free from defects in materials and workmanship under normal usage and conditions.

**3. Warranty Coverage**

The warranty covers:

* Manufacturing defects that arise during normal use of the product.
* Defects and workmanship.

The warranty **does not** cover:

* Normal wear and tear, including but not limited to fading, discoloration, or deterioration of parts that occur due to regular usage over time.
* Damage caused by improper use, misuse, neglect, accidents, or alterations.
* Any repairs or modifications carried out by unauthorised personnel.
* Cosmetic damage or issues not affecting the functionality or performance of the product.

**4. Claims Procedure**

To make a warranty claim, the Customer must:

* Contact the Company’s customer service department with proof of purchase and a detailed description of the defect.
* Allow the Company or its authorised agents to inspect the product if requested.
* If a defect is confirmed, the Company will, at its discretion, repair or replace the defective product free of charge.

**5. Limitation of Liability**

* The Company shall not be liable for any indirect, incidental, or consequential damages resulting from the use or inability to use the product, even if the Company has been advised of the possibility of such damages.
* The Company’s liability is limited to the repair or replacement of the product as stated in this warranty.

**6. Exclusions and Limitations**

* The warranty does not cover products subjected to abnormal usage beyond what is reasonably expected for household bath safety products.

**7. Governing Law**

These terms and conditions shall be governed by and construed in accordance with the laws of the jurisdiction in which the product was purchased.

**8. Amendments**

The Company reserves the right to modify or amend these terms and conditions at any time without prior notice. Any such changes will be effective immediately upon being posted on the Company’s website or communicated to the Customer in writing.

**Outline: What Constitutes Wear and Tear**

**Definition:**

Wear and tear refer to the natural and expected deterioration of a product over time due to regular and intended use. It is not considered a defect in materials or workmanship and is therefore not covered under the product warranty. The following outlines typical scenarios and conditions that would be classified as wear and tear for products manufactured Drive DeVilbiss Healthcare:

**1. Surface Damage and Appearance:**

Fading or Discoloration: Gradual loss of colour or surface shine due to exposure to water, cleaning agents, or natural light over time.

Scratches and Scuffs: Minor surface abrasions or scuff marks caused by regular contact with bath surfaces, mobility aids, or other objects.

Peeling of Paint or Coating: Slight peeling or chipping of paint/coating because of prolonged use and exposure to moisture.

**2. Material Degradation:**

Softening or Hardening of Rubber Components: Natural aging of rubber parts such as grips or non-slip pads, which may become harder, softer, or lose elasticity.

Deterioration of Foam Padding: Compression or flattening of foam padding on seats or armrests due to continuous pressure and weight over time.

**3. Functional Wear:**

Loose Screws or Fasteners: Slight loosening of screws, nuts, or bolts as a result of regular usage and the natural settling of the product.

Reduced Gripping Power of Suction Cups: Decrease in the suction capability of rubber cups or pads, leading to less effective adhesion to surfaces.

**4. Minor Deformation or Warping:**

Bending or Flexing of Metal Parts: Minimal bending or slight warping of metal frames or support structures that occur naturally under consistent weight or pressure.

**5. General Deterioration:**

Loss of Original Texture or Finish: Wear on textured surfaces (e.g., non-slip coatings) from continuous contact with skin, water, or cleaning products.

General Wear to Moving Parts: Diminished smoothness or ease of operation in moving parts such as hinges, joints, or height-adjustment mechanisms due to continuous usage.

**6. Chemical Damage from Improper Cleaning:**

Damage Caused by Harsh Cleaning Agents: Discoloration, corrosion, or degradation of materials because of cleaning with non-approved or overly harsh chemicals that exceed manufacturer recommendations.

**Note:**

Wear and tear are distinct from damages caused by misuse, neglect, or improper handling of the product. If in doubt, customers should consult the product manual or reach out to the customer service team to determine whether an issue is covered under the warranty or falls under wear and tear.