

## LIMITED WARRANTY STATEMENT

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

**MOBILITY DESIGNED, INC. ("MOBILITY") WARRANTS THAT FOR A PERIOD OF ONE (1) YEAR AFTER PURCHASE, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.**

**MOBILITY LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND, AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.**

**WHO MAY USE THIS WARRANTY?** Mobility, located at 1427 W 9th St #503, Kansas City, Missouri, 64101, U.S.A. extends this limited warranty only to the consumer who originally purchased the product ("**you**"). It does not extend to any subsequent owner or other transferee of the product.

**WHAT DOES THIS WARRANTY COVER?** This limited warranty covers defects in materials and workmanship of the M+D Crutch, M+D Crutch Cane, and parts for both (the "**products**") for the Warranty Period as defined below.

**WHAT DOES THIS WARRANTY NOT COVER?** This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

**WHAT IS THE PERIOD OF COVERAGE?** This limited warranty starts on the date of your purchase and lasts for one (1) year (the "**Warranty Period**"). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

**WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?** With respect to any defective product during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge, or (b) refund the purchase price of such product. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

**HOW DO YOU OBTAIN WARRANTY SERVICE?** To obtain warranty service, you must return the allegedly defective product to the authorized distributor from whom you purchased the product during the Warranty Period. The authorized distributor will be responsible for submitting the warranty claim to Mobility.

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**