



# TERMS AND CONDITIONS FOR EVO RIGID SERVICE

## **1. Introduction**

Welcome to the EVO Rigid service provided by Motion Composites Inc. By using this service, you agree to comply with and be bound by the following terms and conditions. Please read them carefully.

## **2. Service Description**

**EVO Rigid** is a service that provides a modified rigid wheelchair to better accommodate the user's changing conditions or rectify any initial inaccuracies. The existing wheelchair will be adapted using a new base frame that is equivalent or superior to the original, combined with parts from the user's current wheelchair. It is crucial that the transfer of parts and installation are carried out by a qualified technician.

### **2.1 Inclusions**

The following parts will be included on the new base frame under the EVO Rigid service, based on the initial wheelchair configuration:

- WC-19 kit (with or without belt) or ISO 7176-19 kit – conditional upon the presence of the option in the initial wheelchair configuration;
- STD Slip-on back upholstery: \*Only if width change;
- Tubular Open Loop footplate or tubes and clamps for Adjustable angle, Flip back and High-Mount footrests;
- Footplates Aluminum or Carbon: \*\*Only if width or front taper change;
- Receivers/clamps for accessories that require Motion Composites Inc. tooling for installation: wheel locks, sideguards, armrest, anti-tipper receptacles.

### **2.2 Exclusions**

The following parts are not included in the EVO Rigid services and will need to be transferred (if necessary) to the new base frame:

- Rear wheels, handrims, tubes and tires, Quick Release;
- Front Casters, forks and stem bolts;
- Push-handles;
- Removable accessories (wheel locks, sideguards, armrests, anti-tipper);

- T-armrest receiver (hinged style clamp);
- Adjustable tension back upholstery;
- Cushions and modular backrests;
- Positioning Seatbelts.

Motion Composites Inc. is not responsible for replacing any 3<sup>rd</sup> party accessories.

### **3. Eligibility**

**3.1 Purchase Possibilities** There are two ways to benefit from the EVO Rigid service:

**3.1.1** When the program is purchased in advance through the order form, users must utilize the one-time service within the first 2 years from the invoice date.

**3.1.2** When a user enrolls in the program following reception of the wheelchair, a one-time service is made at the time of purchase.

**3.2 Prerequisite** To be eligible for the EVO Rigid, the user must consult an authorized Motion Composites Service Provider to evaluate their current wheelchair and determine specifications for the new base frame. The product's limitations and weight capacity must be respected.

### **4. Process and Requirements**

**4.1 Assessment Procedure** It is recommended that the user consult a healthcare professional for validation of the revised product configuration. The completion of the EVO Rigid order form is required and to be submitted to Motion Composites Inc.

**4.2 Part Transfer** The new base frame will require parts from the user's current wheelchair.

**4.3 Installation** The parts transfer and installation on the new base frame must be performed by a qualified technician. Motion Composites Inc. can provide a list of authorized Service Providers upon request.

### **5. Service Provider Responsibility**

**5.1 Accurate Information** Healthcare professionals must provide accurate measurements and information required for the new base frame. Incorrect information may result in additional costs and delays.

**5.2 Maintenance and Care** Users are responsible for the proper maintenance and care of the new base frame and the installed parts. Instructions for care and maintenance will be provided upon delivery in the user manual and are available at all times on Motion Composites Inc.'s website: [www.motioncomposites.com](http://www.motioncomposites.com).

**5.3 Service Responsibility** It is the Service Provider responsibility to ensure the current wheelchair is in good condition for parts transfer. Any damaged part that is not included in section 2.1 must be replaced at the user's charge. The Service Provider is responsible for the safe and environmentally respectful disposing of the replaced parts, including the frame, at Service Provider's cost, and upon request from Motion Composites Inc., the Service Provider must confirm in writing within 5 days of this request this disposal.

**5.4 Disposal of current parts** Once necessary parts are installed on the new base frame, the Service Provider is responsible for safely and environmentally disposing of the parts. The Service Provider shall remove the serial number label of the replaced frame, since this frame i ) must cease to be used for any purposes or be resold and ii) will no longer be covered by a Motion Composites Inc's warranty.

## **6. Motion Composites Inc Responsibilities**

**6.1 Quality Assurance** Motion Composites Inc. Inc guarantees that the new base frame will be of high quality and compatible with the transferred parts.

**6.2 Support** Motion Composites Inc. Inc will provide support during the transfer and installation process, including troubleshooting and assistance as needed.

Contact Motion Composites Inc. Inc at any time with the contact information specified in section 12 below.

## **7. Financial Terms**

**7.1 Cost** The cost of the EVO Rigid service includes the delivery of the new base frame and as specified in section 2 above.

## **8. Warranty and Liability**

**8.1.1 Warranty Motion Composites Inc.** provides a warranty on the new base frame against manufacturing and workmanship defects. The warranty consists of a replacement or repair of the product or parts according to the applicable limited warranty certificate and does not cover damage due to incorrect installation by an unqualified person, misuse or abnormal use of the wheelchair.

**8.1.2 Warranty of replaced parts including the frame** are voided and replaced by the warranty provided on purchased of the new parts. The warranty is valid for the original buyer of the wheelchair and is non-transferable.

**8.2.1 Liability Motion Composites Inc.** is not liable for any damages arising from incorrect installation or by a non-qualified person or misuse of the wheelchair. Users must diligently follow all provided instructions and guidelines.

**8.2.2 Responsibility Motion Composites Inc** is not responsible for any incident or injury resulting from the unauthorized modification of the wheelchair, or the use of the parts in assemblies or devices not approved by Motion Composites Inc.

## **9. Returns and Exchanges**

**9.1 Return and Exchange Policy** The new base frame can be returned or exchanged according to the applicable warranty terms. Any associated costs for return or exchange will be the user's responsibility. To initiate a return or exchange, users must contact Motion Composites Inc. with the contact information specified below. Detailed instructions will be provided for the return or exchange process.

## **10. Legal**

**10.1** This document shall be governed by and construed in accordance with the laws applicable in the Province of Quebec and the Canadian federal laws applicable therein.

## **11. Privacy and Data Protection**

**11.1 Data Usage** User data will be used solely for the purpose of providing the EVO Rigid service. Data will be stored securely and will not be shared with third parties without user consent.

**11.2 Consent** By using the EVO Rigid service, users consent to the collection and use of their data as described in our Privacy Policy.

## **12. Dispute Resolution**

**12.1 Resolution Process** In the event of a dispute, users should contact Motion Composites Inc. to seek resolution. Motion Composites Inc. will make reasonable efforts to resolve any issues promptly.

**12.2 Jurisdiction** Any disputes arising out of or in connection with this document and or its performance shall be subject to the exclusive jurisdiction of the courts of the Province of Quebec (Canada), judicial district of Montreal.

**12.3 Program availability** This program may be modified or cancelled at any time at Motion Composites Inc discretion.

If you have any questions or concerns, please contact **Motion Composites Inc.** at:

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Saint-Roch-de-l'Achigan, Quebec

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