

# Invacare 5-Star Service Plan Terms & Conditions

## **IMPORTANT – READ IN FULL BEFORE USING THE PLAN:**

Please carefully read this entire document. It describes the terms of the Invacare 5-Star Service Plan (the “Plan”) under which Invacare will provide you with outsourced in-warranty labor, service, parts and repair on select Invacare® products (the “Services”). Invacare will provide the Services only in the United States and only if you accept the terms of this Plan. You accept this Plan by using the Plan (e.g., having a product serviced by us), or, if you take no action to use or cancel this Plan within thirty (30) days of receiving this document, you are deemed to have accepted this Plan.

**THIS PLAN IS AN OPTIONAL PURCHASE BY YOU. If you do not want to accept this Plan, do not use the Services and instead promptly notify Invacare within the first thirty (30) days after you received this Plan for a complete refund. Return this Plan and a copy of your invoice showing the purchase, together with a written request for a refund of the fees you paid (or if paid on account, for a credit to your account with Invacare), to the following address:**

**Invacare Service & Parts  
Attn: 5-Star Service Plan  
39400 Taylor Parkway  
North Ridgeville, OH 44039**

### **A. UNDERSTANDING THE PLAN**

This Plan does not replace the warranty for any Invacare® product. **The Invacare 5-Star Service Plan is not a warranty or extended warranty and it is not sold to any consumer.** Instead, this Plan can only be purchased by you as a provider, to outsource your labor, service, parts and repair operations during the warranty period for certain Invacare® products when purchased new and unused.

### **B. PLAN OFFERED TO AND PAID BY YOU AND NOT BY CONSUMERS**

The Plan is offered to you and the cost is charged to you. The Plan is not designed or intended to be consumer-paid. Instead, the Plan offers you a way to outsource your performance of non-reimbursed labor, service, parts and repairs during the 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 Plan would still be between Invacare 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 PLAN**

Subject to any limitations in the applicable warranty, the Plan covers all needed warranty parts and services during the warranty period only of an eligible product listed below. You are the covered party under this Plan, and not your consumer. The Plan can be ordered in conjunction with any of the following Invacare® products when purchased new and unused:

- Pronto® Series with standard seating
- Nutron® Series
- Scooters
- At'm and At'm QT
- Power 9000™XDT

Once the Plan is purchased for an eligible product, that product becomes a “covered product.” The Plan 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.

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## **D. WHAT THE PLAN DOES NOT COVER**

THE PLAN DOES NOT COVER BATTERY RE-CHARGING. 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 EQUIPMENT. THE PLAN 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 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 THE 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 Plan will begin when you purchase it and it will expire when the applicable warranty expires – the Plan does not extend the warranty.

## **F. HOW THE PLAN WORKS**

Once you have activated the Invacare 5-Star Service Plan for a particular covered product by sending in the activation form, you will affix the Plan sticker to the covered product. Then, if any service, parts or repair are needed, your consumer will call the toll-free number on the sticker for service. Within 48 hours of the original consumer phone call, the consumer will receive a return phone call to schedule service. If the problem is an emergency, the consumer will receive a return call within 24 hours to schedule service. On the scheduled date and time and at the agreed location, a trained service technician will then provide the Services.

IMPORTANT NOTE: The Plan 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 Plan 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 Invacare 5-Star Service Plan 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 Invacare product that you want to cover with the Plan. And, please note that each eligible product’s warranty does not transfer from the first user to any subsequent user. Accordingly, the Invacare 5-Star Service Plan will end with any such transfer because the warranty will have ended. You cannot purchase a new Plan for that subsequent user because there would not be any in-warranty period remaining.

## **I. CONTRACTORS FOR THE SERVICES**

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

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### **J. LIMITED SERVICES WARRANTY; DISCLAIMER OF WARRANTIES**

INVACARE WARRANTS ONLY THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE 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 PLAN. 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 PLAN IS THE COST TO REPAIR OR REPLACE YOUR COVERED PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS PLAN, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE PRODUCT AND THE PLAN BY YOU.

UNDER NO CIRCUMSTANCE WILL INVACARE BE JOINTLY OR SEVERALLY 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 INVACARE 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**

At any time within the first thirty (30) days after you purchased this Plan, you may cancel this Plan for a complete refund of the cost paid by you, if Invacare has not provided any Services for the covered product within that period. Also, if your consumer returns the covered product to you, Invacare will issue a credit to your account with Invacare for the Plan's cost depending on the remaining warranty period. Invacare will credit the full charge of the Plan if the product is returned within the first thirty (30) days of the Plan's purchase and if Invacare has rendered no Services. If the product is returned after thirty (30) days, or if Services have been rendered in that first thirty (30) days, Invacare will issue a pro-rated credit based on the amount of time remaining in that returned product's warranty period. The foregoing are your sole cancellation options. If you want to cancel, return this Plan and a copy of your invoice together with a written request for a refund of the fees you paid (or if paid on account, for a credit to your account with Invacare) to the address listed in Section N, below.

Invacare may cancel this Plan for fraud, material misrepresentation or non-payment by you or if required to do so by any state, federal or other regulatory authority. Invacare may also cancel this Plan at any time and issue a pro-rated credit to your account with Invacare 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 Ohio shall govern this Plan and any dispute arising out of or relating to this Plan. This Plan is the entire agreement between Invacare and you concerning the provision of the Services and supersedes any prior or contemporaneous oral and/or written understandings about the Plan. 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.

### **N. PLAN ADMINISTRATOR CONTACT INFORMATION**

If you have any questions about the Plan, please contact Invacare at:

**Invacare Service & Parts**  
**Attn: 5-Star Service Plan**  
**39400 Taylor Parkway**  
**North Ridgeville, OH 44039**