



## Omeo Technology Worldwide Warranty

### Contact Information

For support, please contact your Authorised Omeo Agent or Omeo Technology direct. For a listing of Authorised Omeo Agents, visit the Omeo Technology website at **[www.omeotechnology.com](http://www.omeotechnology.com)**.

Omeo Technology Limited (New Zealand & worldwide)

Omeo Technology USA Inc. (North America)

Omeo Technology Australia Pty Limited (Australia)

**Phone:** +64 6 929 6548 (New Zealand)

**Email:** [service@omeotechnology.com](mailto:service@omeotechnology.com)

**Website:** [www.omeotechnology.com](http://www.omeotechnology.com)



## 1. Application

1.1. Omeo Technology provides this Limited Warranty to Purchasers of the Omeo Personal Mobility Devices, separately purchased Omeo authorised parts, Accessories, and Service Repair.

## 2. Definitions

2.1. Definitions: in this Limited Warranty, terms have the following meanings:

**“Accessory”** means a product sold by Omeo Technology for use with an Omeo, including as part of an Omeo package.

**“Authorised Omeo Agent”** means an agent of Omeo Technology listed as an “Authorised Agent” on [www.omeotechnology.com/agents](http://www.omeotechnology.com/agents)

**“Certified ”** means tested and approved by Omeo Technology as fit for purpose in the jurisdiction into which the Omeo is sold.

**“Limited Warranty”** means this Omeo Worldwide Limited Warranty.

**“Omeo Technology”** means Omeo Technology Limited of Deloitte, Level 12, 20 Customhouse Quay, Wellington 6011, New Zealand; Omeo Technology Australia Pty Limited of Unit 60, 2 O’Connell Street, Parramatta, NSW 2150, Australia; Omeo Technology USA Inc. of 12 Timber Creek Lane, Newark, State of Delaware, USA and any of their affiliates and Agents.

**“Omeo”** means any new or Certified used Omeo Personal Mobility Device.

**“Original Purchaser”** means the first retail purchaser who acquires from Omeo Technology or an Authorised Omeo Agent:

- (a) an Omeo;
- (b) separately purchased Omeo authorised parts; or
- (c) Accessories.

**“Purchaser”** means:

- (a) the Original Purchaser; or
- (b) any person who acquires an Omeo, separately purchased Omeo authorised parts, or Accessories; or
- (c) any person whose Omeo, separately purchased Omeo authorised parts, or Accessories receives a Service Repair, during the period of Limited Warranty coverage, and so notifies Omeo Technology at [service@omeotechnology.com](mailto:service@omeotechnology.com) within ten (10) days of:
  - (i) acquiring the Omeo separately purchased Omeo authorised parts, Accessories; or
  - (ii) their Omeo, separately purchased Omeo authorised parts, or Accessories receiving a Service Repair.

**“RMA#”** means a return materials authorisation number.

**“Service Repair”** means any repair performed by Omeo Technology on an Omeo or authorised component part. Omeo Technology shall solely determine whether the cause of any failure is a component part or a Service Repair. Omeo Technology shall, within a reasonable period of time, perform Service Repair subject to the exclusions, limitations, and conditions stated below.

**“User Materials”** means the instructions and warnings contained in the User Manuals and User Video issued by Omeo Technology.

### 3. Warranty

**3.1. Warranty:** Subject to the exclusions, limitations and conditions stated in this Limited Warranty:

**3.1.1. New Omeo:** For a new Omeo, Omeo Technology guarantees the following parts (whether contained in an Omeo or separately purchased Omeo authorised parts, or Accessories, or obtained during a Service Repair) against defects in materials and workmanship for a period of one (1) year from the date that title and risk to the Omeo passes from Omeo Technology, or an Authorised Omeo Agent, to the Original Purchaser:

- (a) Omeo Power Base;
- (b) InfoKey Controller;
- (c) Active Moving Seat; and
- (d) Power Base Batteries.

**3.1.2. Used Omeo:** For a Certified used Omeo, Omeo Technology

guarantees the following parts (whether contained in an Omeo or separately purchased Omeo authorised parts, or Accessories, or obtained during a Service Repair) against defects in materials and workmanship for a period of 90 days from the date of Certification of the relevant part:

- (a) Omeo Power Base;
- (b) InfoKey Controller; and
- (c) Power Base Batteries.

**3.1.2. Other components:** Omeo Technology guarantees all other components of the new Omeo and Certified used Omeo against defects in materials and workmanship for: (i) in the case of a new Omeo, 90 days from date that title and risk passes in the Omeo from Omeo Technology, or an Authorised Omeo Agent, to the Original Purchaser; or (ii) in the case of a Certified used Omeo, Omeo authorised parts, Accessories, 60 days from date of Certification. Such other components include (whether contained in an Omeo or separately purchased Omeo authorised parts, or Accessories, or obtained during a Service Repair):

- (a) Joystick;
- (b) Hand Grips;
- (c) Trim;
- (d) Control System;
- (e) Stabilising Legs;
- (f) Wheels;
- (g) Tyres (including Inner Tubes);
- (h) InfoKey Controllers;
- (i) Power Cord;
- (j) Auxiliary Battery Charger;
- (k) Auxiliary Batteries;
- (l) Charge Port Cover;
- (m) Accessories.

**3.1.4. Replacement of components:** Any component part replaced

during the applicable warranty period will qualify for repair and replacement for the balance of the original applicable warranty (but, for the avoidance of doubt, the warranty period will not restart upon any repair or replacement). During the applicable warranty period, Omeo Technology shall, within a reasonable period of time, repair or replace (with new or reconditioned parts of the same or similar style and with upgraded software, if appropriate), at its election, the defective component of the Omeo or Accessory subject to the exclusions, limitations, and conditions stated in this Limited Warranty. Omeo Technology may elect to simultaneously replace non-defective parts that are part of a subassembly that contains the defective component. Any replaced components, parts or Accessories (including defective parts and components that are part of a sub-assembly) will become the property of Omeo Technology.

## 4. Exclusions

**4.1. Exclusions:** This Limited Warranty does not cover damage to an Omeo, authorised or component part, or Accessory caused by any of the following:

- 4.1.1.** all external causes such as dropping, accident, collision, fire, immersion in water, freezing, or striking objects;
- 4.1.2.** misuse such as riding over obstacles, overloading, racing, or otherwise using, maintaining or charging the Omeo, component part, or Accessory contrary to the User Materials;
- 4.1.3.** altering or modifying the Omeo, component part, or Accessory;
- 4.1.4.** loosening or opening the Under Seat Seal or Arm Covers of the Omeo or otherwise accessing the components within the Power Base (Controller Boards, Balance Sensor Assembly, Motors, Gearbox, and internal wiring) without authority from Omeo Technology;
- 4.1.5.** damage to the Stabilising Legs caused by stepping on or moving the Omeo with the Stabilising Legs deployed;
- 4.1.6.** deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements;
- 4.1.7.** cleaning with a high-pressure water system, abrasives, or

solvents;

**4.1.8.** exposure to environmental conditions beyond the limits stated in the User Materials;

**4.1.9.** failure to properly maintain or improperly servicing the Omeo, component part, or Accessory;

**4.1.10.** damage caused by the use of non-Omeo parts or attachments;

**4.1.11.** improper charging of the Omeo; or

**4.1.12.** shipping of the Omeo in boxes/containers other than those recommended by Omeo Technology.

**4.2. User Materials:** See the User Materials for proper use, maintenance, and charging of an Omeo, component part, or Accessory.

## 5. Repair & Replacement

**5.1. Contacting an Agent:** To be eligible for any repairs or replacements under this Limited Warranty, the Purchaser must contact its closest Authorised Omeo Agent (in writing) promptly upon becoming aware of the defect, and in any event, within the applicable warranty period. Find the closest Authorised Omeo Agent on [www.omeotechnology.com](http://www.omeotechnology.com). If you are unable to contact your local Authorised Omeo Agent, you may contact Omeo Technology directly at [service@omeotechnology.com](mailto:service@omeotechnology.com).

**5.2. Process:** When contacting the Authorised Omeo Agent please describe the problem as fully as possible and provide the necessary information as required by the "Omeo Agent Service Request Form":

(a) proof of purchase;

(b) proof of date of delivery to the Original Purchaser (and thereby proof of the date that title and risk to the Omeo pass to the Original Purchaser) or the date of Certification (as applicable), and

(c) the Serial Number of the Omeo (see User Manual for how to find your Omeo's Serial Number).

If the Purchaser is unable to resolve the problem with the assistance

of the Authorised Omeo Agent, and if this Limited Warranty applies, the Authorised Omeo Agent will contact Omeo Technology's Service Centre to determine the procedure to be followed to repair or replace the Omeo, defective component, or Accessory. The general process will be:

**5.2.1. Delivery to Omeo Technology:** Omeo Technology will provide the Purchaser with an RMA# after the warranty claim/service request has been approved by Omeo Technology. The Purchaser shall then promptly (and at its own cost) deliver the Omeo, defective component, or Accessory to Omeo Technology or another Service Provider (as instructed by Omeo Technology), properly packaged (so as to prevent damage during shipment) and with the RMA# written on the outside of the packaging. Because of shipping restrictions, Omeo Technology may give the Purchaser specific instructions in relation to the Lithium-ion Batteries. The Purchaser shall use its reasonable endeavours to mitigate the costs it incurs in connection with the delivery of the Omeo, defective component or Accessory.

**5.2.2. Warranty service:** If the returned Omeo, component part or Accessory is defective and this Limited Warranty applies, Omeo Technology (or an Authorised Omeo Agent or other Service Provider with written approval from Omeo Technology) shall, within a reasonable period of time repair the Omeo or repair or replace the defective component or Accessory (as applicable) after written approval, and shall, subject to clause 5.2.6, reimburse the Purchaser for all reasonable costs incurred by the Purchaser in delivering the Omeo, component part or Accessory to Omeo Technology (or an Authorised Omeo Agent or other Service Provider).

**5.2.3. Non-application of Warranty:** If the Limited Warranty does not apply to the Omeo, component part or Accessory (which shall be determined by Omeo Technology in accordance with this Limited Warranty and otherwise in Omeo Technology's sole discretion), Omeo Technology (or an Authorised Omeo Agent or other Service Provider) will notify the Purchaser. The Purchaser then may elect to carry out the repair at the Purchaser's sole cost and arrange redelivery of the repaired Omeo, or repaired or new or reconditioned component, or Accessory in accordance with clause 5.2.4(a) or (b)(ii) below. If the Purchaser chooses not to have the item repaired or replaced by Omeo Technology, the Purchaser shall

promptly arrange for the re-delivery of the Omeo, component or Accessory (at its own cost) and acknowledges that risk in such item remains with the Purchaser at all times from delivery under clause 5.2.1 and shall not, at any time, transfer to Omeo Technology.

**5.2.4. Return to Purchaser:** Following repair or replacement of an Omeo, defective component or Accessory under clause 5.2.2 or 5.2.3, the Purchaser shall then either:

**(a) Pick up:** if 5.2.2 or 5.2.3 applies, pick up (at its own cost) the repaired Omeo, or repaired or new or reconditioned component, or Accessory from Omeo Technology or an Authorised Omeo Agent or other Service Provider (as relevant); or

**(b) Redelivery:**

(i) if clause 5.2.2 applies, request Omeo Technology to promptly arrange for redelivery of the repaired Omeo, or repaired or new or reconditioned component, or Accessory, where, subject to clause 5.2.6, Omeo Technology shall be responsible for paying the reasonable costs of such redelivery (to the Authorised Omeo Agent or other Service Provider or Purchaser).

(ii) if clause 5.2.3 applies, promptly arrange for and pay the cost of redelivery of the repaired Omeo, or repaired or new or reconditioned component, or Accessory (to and from Omeo Technology or an Authorised Omeo Agent or other Service Provider)..

**5.2.5.** The Purchaser acknowledges and agrees that, under both 5.2.4(a) and (b), risk in the repaired Omeo, or repaired or new or reconditioned component or Accessory will pass to the Purchaser upon such item being ready for pickup by the Purchaser or the Purchaser's shipping provider (from Omeo Technology, Authorised Omeo Agent or other Service Provider, as applicable). Omeo Technology will not be responsible for risk of loss or damage at any time during pick up or shipping (including any loading or unloading process undertaken by the Purchaser or the Purchaser's shipping provider), and it is the Purchaser's responsibility to arrange any insurances (if desired) for such period

**5.2.6.** Despite any provision to the contrary in this Limited Warranty,

the Purchaser acknowledges and agrees that Omeo Technology's responsibility for delivery or re-delivery costs under this Limited Warranty shall not, in any situation whatsoever, extend to the cost of shipping outside of the country in which the relevant Omeo, component or accessory was purchased by the Purchaser. Neither shall Omeo Technology be responsible for or be required to meet any associated export/import obligations (including the payment of duties, taxes or other charges, if any).

## 6. Liability

**6.1.** Omeo Technology's obligations and liability for any defects in any Omeo, component part, or Accessory are limited to repair or replacement of defective parts as specified in clause 5 of this Limited Warranty. Omeo Technology neither assumes (nor authorises anyone to assume for it) any other obligation or liability in connection with an Omeo, component part, Accessory, Service Repair or this Limited Warranty. Omeo Technology is not responsible for any loss of use of an Omeo, component part, or Accessory or for any inconvenience or other loss, damage or injury which might be caused from any defect in an Omeo, component part, Accessory, or Service Repair or for any other incidental or consequential damages the Purchaser may incur as a result of any defect in an Omeo, component part, Accessory, or Service Repair.

## 7. General

**7.1. Exclusive warranty:** This Limited Warranty is the only warranty applicable to an Omeo, component parts, accessories, and Service Repair. Omeo Technology disclaims all other warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose, other than those implied warranties incapable of exclusion, restriction, or modification under applicable law.

### **7.2. Consumer Guarantees Act 1993 (NZ) and similar foreign laws:**

Without detracting from clause 7.1:

**7.2.1.** where an Omeo is purchased primarily for use other than for personal and household use (e.g., business use), the Consumer Guarantees Act 1993 (NZ) will not apply; but

**7.2.2.** where an Omeo is purchased primarily for personal and

household use, Omeo Technology will meet its obligations under the Consumer Guarantees Act 1993 (NZ); and

**7.2.3.** to the extent legally possible, all implied warranties and consumer protections outside NZ are excluded.

**7.3. Jurisdiction:** This Limited Warranty is exclusively governed by, and to be interpreted according to, the laws of New Zealand.

