



Personal Mobility for Your Next Adventure

Omeo Limited Warranty

Omeo Mobility, LLC.

Limited Warranty

for the United States & Canada

Summary: For new Omeos, the components listed on Section 2.1.1 are guaranteed against defects in materials and workmanship for a period of one **(1) year from the date of delivery**.

For certified used Omeos, the components listed on Section 2.1.2 are guaranteed against defects in materials and workmanship for a period of **90 days from the date of delivery**.

Any component replaced during the warranty period will continue to be covered for the balance of the original warranty period. Omeo Mobility, LLC. will repair or replace, at its discretion, any defective components within a reasonable period of time during the warranty period. Defective components replaced during a repair process will remain the property of Omeo Mobility, LLC.

1. Application

1.1 Omeo Mobility, LLC. provides this Limited Warranty to Purchasers of the Omeo Personal Mobility Devices, separately purchased Omeo authorized components, Accessories, and Service Repair.

2. Warranty

2.1. Warranty: Subject to exclusions, limitations, and conditions stated in Section 3 (Exclusions) in this Limited warranty.

2.1.1. New Omeo: For a new Omeo, Omeo Mobility, LLC. guarantees the following components, whether contained in an Omeo or separately purchased Omeo authorized components or Accessories or obtained during a Service Repair, against defects in materials and workmanship for a period of one **(1) year for New Omeos from the date of delivery** the Omeo to the Purchaser.

- (a) Power Base Batteries (see exceptions in Section 3.1.1)
- (b) Omeo Power Base
- (c) InfoKey Controller
- (d) Active Moving Seat
- (e) Joystick
- (f) Hand Grips
- (g) Trim
- (h) Control System
- (i) Stabilizing Legs
- (j) Wheels
- (k) Tires (including Inner Tubes)
- (l) InfoKey Controllers
- (m) Power Cord

- (n) Auxiliary Battery Charger
- (o) Auxiliary Batteries
- (p) Charge Port Cover
- (q) Accessories

2.1.2. Used Omeo: For a Certified Used Omeo, Omeo Mobility, LLC. guarantees the following components, whether contained in an Omeo or separately purchased Omeo authorized components or Accessories or obtained during a Service Repair, against defects in materials and workmanship for a period of one **90 days for New Omeos from the date of delivery.**

- (a) Power Base Batteries (see exceptions in Section 3.1.1)
- (b) Omeo Power Base
- (c) InfoKey Controller
- (d) Active Moving Seat
- (e) Joystick
- (f) Hand Grips
- (g) Trim
- (h) Control System
- (i) Stabilizing Legs
- (j) Wheels
- (k) Tires (including Inner Tubes)
- (l) InfoKey Controllers
- (m) Power Cord
- (n) Auxiliary Battery Charger
- (o) Auxiliary Batteries
- (p) Charge Port Cover
- (q) Accessories

2.1.3. Component Replacement During Warranty Period: If any component is replaced while under warranty, the replacement part will be covered for the remaining duration of the original warranty period. Subject to exclusions, limitations, and conditions as Section 3 in this Limited Warranty, Omeo Mobility, LLC. will:

1. Within a reasonable time-frame, either repair or replace defective components of the Omeo or its Accessories;
2. Use new or reconditioned replacement parts of the same or similar style;
3. Update software if appropriate;
4. Have the option to replace non-defective components that are part of the sub-assembly containing the defective component.

All components and accessories removed or replaced during authorized repairs become the property of Omeo Mobility, LLC.

3. Exclusions

3.1. Exclusions: This Limited Warranty does not cover damage to the Omeo or Omeo parts due to any of the following circumstances:

3.1.1. Battery damage to either the Auxiliary batteries or Lithium Ion batteries due improper charging or improper battery maintenance of the Omeo; or leaving it unplugged when not in use (see Section 8 in the Omeo User Manual);

3.1.2. All damage caused by dropping the Omeo, accidents on the Omeo, collisions involving the Omeo, fire, immersion in water, freezing, or striking objects;

3.1.3. Misuse such as riding over obstacles, overloading the Omeo (riders weighing 240lbs or more), racing the Omeo, or otherwise using, maintaining or charging the Omeo, component, or Accessory contrary to the designed use of the Omeo.

3.1.4. Altering or modifying the Omeo, or any component, or Accessory;

3.1.5. 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 written authorization from a Omeo Mobility, LLC. Service tech or authorized retail service partner. Loosening or opening the Under Seat Seal or Arm Covers without this authorization will void your warranty.

3.1.6. Damage to the Stabilizing Legs caused by stepping on the Omeo legs, or moving the Omeo with the Stabilizing Legs deployed, or transporting the Omeo without being properly secured; or improperly securing the Omeo during transport by either not tightening the straps enough, or over-tightening the securing straps so that the straps cause damage to the actuators and legs.

3.1.7. Does not cover damage due to normal wear and usage to the Omeo, including scratches, color fading or tire wear deterioration of paint, trim that results from normal use and/or exposure to the elements;

3.1.8. Cleaning with a high-pressure water system, abrasives, or solvents; which may lead to moisture and corrosion damage of various internal electronics and batteries;

3.1.9. Exposure to environmental conditions beyond the limits stated in the User Materials, including storing the Omeo in conditions that exceed standard room temperatures;

3.1.10. Failure to properly maintain or improperly servicing the Omeo, components, or Accessory;

3.1.11. Damage caused by the use of non-Omeo components or attachments;

3.1.12. Shipping of the Omeo in boxes/containers other than those recommended by Omeo Mobility, LLC..

3.2. User Manual: See the User Manual for proper use, maintenance, and charging of an Omeo, it's components, or Accessories.

4. Repair and Replacement

4.1. Contacting Omeo Mobility, LLC.: To be eligible for any repairs or replacements under this Limited Warranty, the Purchaser must contact the retailer they purchased the Omeo from promptly upon becoming aware of the defect, and in any event, within the applicable warranty period. You may contact Omeo Mobility, LLC. directly at service@myomeo.com to help you find an authorized retailer.

4.2. Process: When contacting Omeo Mobility, LLC., please describe the problem as fully as possible and provide the necessary information as required by the "Omeo 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, 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 assistance from an Omeo Retailer, and if this Limited Warranty applies, the Authorized Omeo Retailer will contact Omeo Mobility, LLC.'s Service Center to determine the procedure to be followed to repair or replace the Omeo, defective component, or Accessory. The general process will be:

4.2.1. Delivery of the Omeo to Omeo Mobility, LLC.: Omeo Mobility, LLC. will provide the Purchaser with an RMA# and approved shipping container after the warranty claim/service request has been approved by Omeo Mobility, LLC. The Purchaser shall then promptly ship, within 30 days of receiving the RMA#, the Omeo, defective component, or Accessory to Omeo Mobility, LLC. or another Service Provider (as instructed by Omeo Mobility, LLC.), properly packaged to prevent damage during shipment, and with the RMA# written on the outside of the provided packaging.

4.2.2. Warranty service: Upon return the unit, **Omeo Mobility will inspect the defective device and will, at Omeo Mobility's sole discretion, make a determination if the damage is covered under this Limited Warranty.** If the returned Omeo, component, or Accessory is defective and this Limited Warranty applies, Omeo Mobility, LLC. (or other Service Provider with written approval from Omeo Mobility, LLC.) shall, within a reasonable period of time, repair the Omeo or repair or replace the defective component or Accessory, as applicable, after written approval.

4.2.3. Non-Warranty Service: If the Limited Warranty does not apply to the Omeo, component part or Accessory, which shall be determined by Omeo Mobility, LLC. in accordance with this Limited Warranty, Omeo Mobility, LLC., or other Service Provider, will notify the customer. The Purchaser then may elect to carry out the repair at the Purchaser's sole cost and arrange re-delivery of the repaired Omeo, or repaired or new or reconditioned component, in accordance with clause 4.2.4 (Return to Purchaser) below.

If the Purchaser chooses not to have the item repaired or replaced by Omeo Mobility, LLC., the Purchaser shall promptly arrange for the re-delivery of the Omeo, component, or Accessory at the Purchaser's own cost, and acknowledges that risk in such item always remains with the Purchaser from delivery under clause 4.2.1 and shall not, at any time, transfer to Omeo Mobility, LLC. Should the purchaser not make arrangements to have the Omeo shipped back to their location within 6 months from the date of notification, the Omeo, part or accessory will be considered abandoned property and will be disposed of accordingly.

4.2.4. Return to Purchaser: Following repair or replacement of an Omeo, defective component, or Accessory under clause 4.2.2. or 4.2.3., the Purchaser shall then either:

(a) Pick up: if 4.2.2. or 4.2.3. applies, pick up at Purchasers own cost, the repaired Omeo, or repaired or new or reconditioned component, or Accessory from Omeo Mobility, LLC. or other Service Provider (as relevant); or

(b) Re-delivery:

(i) if IN WARRANTY request Omeo Mobility, LLC. to promptly arrange for re-delivery of the repaired Omeo, or repaired or new or reconditioned component, or Accessory, where, subject to clause 4.2.6., Omeo Mobility, LLC. shall be responsible for paying the reasonable costs of such re-delivery to the Service Provider or Purchaser.

(ii) if **OUT OF WARRANTY** applies, promptly arrange for and pay the cost of re-delivery of the repaired Omeo, or repaired or new or reconditioned component, or Accessory to and from Omeo Mobility, LLC. or other Service Provider.

4.2.5. The Purchaser acknowledges and agrees that, under 4.2.4, risk in the repaired Omeo, or repaired or new or reconditioned component or Accessory, pass to the Purchaser upon such item being ready for pickup by the Purchaser or the Purchaser's shipping provider from Omeo Mobility, LLC., or other Service Provider, as applicable. Omeo Mobility, LLC. will not be responsible for risk of loss or damage at any time during pick up or shipping, including any loading and unloading process undertaken by the Purchaser or the Purchaser's shipping provider, and it is the Purchaser's responsibility to arrange any insurance for such period.

4.2.6. Despite any provision to the contrary in this Limited Warranty, the Purchaser acknowledges and agrees that Omeo Mobility, LLC.'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 Purchaser purchased the relevant Omeo, component, or Accessory. Neither shall Omeo Mobility, LLC. be responsible for or be required to meet any associated export/import obligations (including the payment of duties, taxes, or other charges, if any).

5. Liability

5.1. Omeo Mobility, LLC.'s obligations and liability for any defects in any Omeo, component, or Accessory are limited to repairing or replacing defective components as specified in clause 6 of this Limited Warranty. Omeo Mobility, LLC. neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with an Omeo, component, Accessory, Service Repair, or this Limited Warranty. Omeo Mobility, LLC. is not responsible for any loss of use of an Omeo, component, or Accessory or for any inconvenience or other loss, damage, or injury which might be caused by any defect in an Omeo, component, Accessory, or Service Repair or for any other incidental or consequential damages the Purchaser may incur because of any defect in an Omeo, component, Accessory or Service Repair.

6. General

6.1. Exclusive warranty: This Limited Warranty is the only warranty applicable to an Omeo, component, accessories, and Service Repair. Omeo Mobility, LLC. disclaims all other warranties, express or implied, including implied warranties or merchantability or fitness for a particular

purpose, other than those implied warranties incapable of exclusion, restriction, or modification under applicable law.

6.2. Jurisdiction: This Limited Warranty shall be governed by the laws of the State of Arizona, United States, excluding its conflict of laws principles. The Parties agree, consent and waive context to the exclusive jurisdiction and venue of the federal or state courts of Arizona for all disputes arising out of or relating to this Warranty and to be interpreted according to the laws of the United States.

7. Terms and Definitions

7.1. Definitions: In this Limited Warranty, terms have the following meanings:

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

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

“Limited Warranty” means this Omeo Mobility, LLC. Limited Warranty.

“Omeo Mobility, LLC.” means Omeo Mobility, LLC. of 3526 E. Fort Lowell Road, Tucson, Arizona, 85716, and any of their affiliates.

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

“Authorized Retailer/Service Center” means any dealer or service facility that has been trained by Omeo Mobility, LLC. and demonstrated their ability to train Omeo riders and/or service the Omeo.

“Original Purchaser” means the first retail purchaser who acquires from Omeo Mobility, LLC. or Omeo Mobility, LLC. Certified Dealer:

- (a) an Omeo;
- (b) separately purchased Omeo authorized components; or
- (c) accessories.

“Purchaser” means:

- (a) the Original Purchaser; or
- (b) any person who acquires an Omeo, separately purchased Omeo authorized components or Accessories; or
- (c) any person whose Omeo, separately purchased Omeo authorized components or Accessories receives a Service Repair, during the period of Limited Warranty coverage, and so notifies Omeo Mobility, LLC. at service@myomeo.com within ten (10) days of:

- (i) acquiring the Omeo, separately purchased Omeo authorized components, Accessories; or

(ii) their Omeo, separately purchased Omeo authorized components, or Accessories receiving a Service Repair.

“RMA#” means a return materials authorization number.

“Service Repair” means any repair performed by Omeo Mobility, LLC. on an Omeo or authorized component. Omeo Mobility, LLC. shall solely determine whether the cause of any failure is a component or a Service Repair. Omeo Mobility, LLC. 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 Mobility, LLC..

Fill this information for your records

Purchaser

Date of Purchase

Date of Delivery

Omeo Serial Number #

Contact Information

For support, please get in touch with Omeo Mobility, LLC. directly.

Omeo Mobility, LLC. (USA and Canada)

Phone: (520) 561-8445

Email: service@myomeo.com

Website: myomeo.com

