Terms and Conditions... the MOST favorable in the industry!
**Southern Mobility Terms and Conditions**

**Best Price Guarantee**
If you find a lower advertised price for the same exact product, we will match it. The item must be the same exact manufacturer, product, options, must be brand new units, within 30 calendar days of purchase. Close outs, discontinued models, pre-owned, refurbished, returned items, or older versions of the same model do not apply. Other rebates, taxes, credits, discounts or non-related adjustments to price will not be eligible. We must be able find the competitive price online to be eligible for price match. No verbal quotes accepted. The posted price must be through an authorized dealer and not a third-party reseller. If the product purchased through us includes a no charge one-year Labor coverage and the other companies lower priced product does not, we will honor the lower price but the one-year labor coverage will no longer be valid ($99 value).

**Delivery Options / Damages Policy**

1) **Free Curbside Delivery** is available on all orders over $99 unless marked otherwise*. Smaller items (accessories, small scooters) may ship by standard ground delivery like UPS, FEDEX or similar ground companies. With standard ground, there is no guaranteed date of delivery. Priority or guaranteed shipping may be available: call for quote. Shipments for In Stock products from our local warehouse will normally go out within 1-2 business days of your order date. Stock items at the manufacturer will ship within 3-5 business days from order date. Any special order (customized or specialty products) will normally ship in additional days as noted on product page. Estimates for delivery time are based on product, type of shipping, time of day ordered and shipping location. Shipping times can vary from 2-5 business days. Smaller items will be delivered to your address (porch, side door, etc.) with standard delivery. Delivery confirmation by the delivery company sets the delivery date. A receipt signature may be requested but is not required to establish a formal delivery date.

If item is too large or heavy for standard ground shipping, a commercial carrier will deliver. Extra delivery costs may be required and will be noted on specific product. Delivery will be to your curbside only and may require a call before delivery or an appointment to be scheduled. Missed appointments will add $50 or more for extra trip charge.

** Large/Heavy items also may require a lift gate service if Free Curbside Delivery is selected. These items are subject to additional fees.*

2) **White Glove Delivery Service:** **RECOMMENDED WAY** This service allows you to have your product hand-delivered and fully set up by one of our trained mobility technicians. They will schedule an appointment window of time to bring out your product. A brief overview and training of the product will be provided. Missed appointments by consumer will add a second trip charge of $50 or more. Call for quote. This is the best option to ensure a safely delivered and assembled product. Extra Delivery Charges may apply for shipping outside of NC

3) **Appointments or Installations:** If you need to reschedule an appointment / installation, please call us ahead of time to let us know. If we arrive and you are not there or your home / vehicle is not available, you will be responsible for a return trip charge to reschedule. (example: If a trailer hitch was supposed to be installed on your vehicle before our lift installation but was not.)

**Damages / Missing Items**
Please inspect the carton for any signs of damage. If obvious damage is seen, refuse the shipment and call us immediately. If box was delivered damaged when no one was there, please call or email us within 24 hours to report.

If damages occurred to the product without external signs of damage to the carton, please call us within 72 hours of receipt of the package. Damages found after that time cannot be credited.
In order to make corrections, please report any missing, extra or wrong items found with your order within 10 calendar days of receipt of your order.

Call for info or to report issues at 1-800-681-8831 or email customersolutions@southernmobilityonline.com

**Pricing, Sizes, Fabrics, Colors, Time Estimates, Discontinued items**
All listed dimensions are estimates provided by the manufacturer and may not be exact. Colors, finishes and material samples are represented as close to the actual color as possible. Slight variations are normal. Any errors on our part will be corrected by us. If an item or material has been delayed or discontinued, we will immediately contact you. All order and shipping times are averages estimates based on past transactions. Slight delays may occur but we will make every effort to get your order processed and delivered as expected and in a timely fashion.

**Our Goal**
Our goal is help find the best solution to your mobility needs. We want to work with you if a purchased item doesn't solve your issue the way you were expecting it to. In most cases, if we can find a different product of equal or greater value as a better solution, we can waive any restocking fees by doing a one-time exchange **within 3 days of receipt**. Certain restrictions would apply: If the original item is used, damaged, is in a smoking environment or around strong odors, if it was a special order that is not returnable per our guidelines below, or is outside of our store delivery area. The initial delivery fee / shipping charge would be nonrefundable and a 2nd delivery / exchange fee would be charged.

**Return Policy**
If you decide to add an option like an upgraded fabric, heat & message, an upgraded seat size, larger batteries, custom colors, etc., you can’t return the product with other companies. You can with us!
Purchase with Confidence whether a standard product or a customized version*. Our goal is to ensure that you always select the best product for your needs. However, you may occasionally receive a product that doesn't work for you. To keep our online pricing competitive and offer quality prompt service after the sale, cancelled orders or returns are subject to the following restocking fees:

We will accept returns for standard and most custom ordered items* (Returnable custom examples: bariatric products, added motorized seat lifts, upgraded fabrics, added heat and message option, upgraded seat size, unusual colors, upgraded batteries)

If your return meets the criteria below, the following charges will be applied.

- A 15% re-stocking fee will be applied to all standard, “warehouse“ or non-customized products with product price of $2500 or less (excludes tax)
- A 20% re-stocking fee will be applied to any standard “warehouse” item over $2500 or a returnable customized product *.

* Due to certain items' size, uniqueness or price, we cannot accept returns on the following products or other products marked as non-returnable on their product page:

- Power Wheel Chairs: Pace Saver Power Chairs, Karman XO-202 Standing Power Chair
- Lift Chairs: Golden PR-502 Super Wide, Pride LC-358XXL
- Scooters: Drive King Cobra, Drive Cobra, Drive Maverick, EV Rider Vita Monster, EV Rider SBX Aviator, Pride Pursuit XL, EV Rider Royale 3 or 4, Merits Silverado Extreme, EW-52, EW-54, EW-66
- All Vehicle Lifts
- All Stair Lifts
Return Criteria
If you need to cancel or return an item, please review our Return Policy below and call or email us to request a return. You can email us at customersolutions@southernmobilityonline.com or call 1-800-681-8831 to request an RA number. Please include your order number, your name, the date ordered and the item number you are returning.

Products may be returned within 30 calendar days from date of delivery with a Return Authorization (R.A.) number issued by Southern Mobility. Products must be returned at your expense and meet the following conditions:

• An R.A. # must be requested AND the returned item must be received at our Raleigh NC location within 30 calendar days from your delivery date. If shipping, send early enough to avoid missing the deadline date.
• Product must be returned in its original undamaged packaging.
• **We will not accept any products that have been in a smoking environment.**
• The product must be unused and in brand new condition. Any items that show wear, damages, odors, stains, if missing parts or manuals, etc. will not be accepted for return.
• If the product does not meet our return criteria, it is not Southern Mobility’s responsibility to get the equipment back to the customer.
• White Glove and other delivery charges are non-refundable.
• If your product was White Glove Delivered, you are responsible for delivery back to our Raleigh location.
• Returns received without an R.A.# or beyond the 30-calendar day period a will not be accepted.
• If we sent the wrong item, we will make the arrangements on our end to correct. If you require an exchange, you are responsible for getting the product back to us and having it meet the return criteria above. A restocking charge will be applied.
• If Southern Mobility reduces or waives any normal fees for your order, like White Glove Delivery or Free Shipping and you return the item, which meets the above criteria, the customer is responsible for the full amount of the discounted charge.

All standard return policies above apply. You must accept delivery, obtain an RA Number and ship the item back to the correct address above. Shipping costs will not be credited.

Return Shipping
Unless Southern Mobility was at error with your order, return shipping/freight is your responsibility. We highly recommend bringing items back yourself or if shipping, insuring larger items for their retail value to protect against shipping damage. Please be sure to carefully follow all return-shipping instructions that are included with your Return Authorization number. Southern Mobility is not responsible for shipping damages or shipping delays on returns.

Cancelled or Refused Orders
If you contact us within 24 hours of placing order to cancel, you will receive a 100% refund unless your order has already shipped or was ordered as urgent or a rush order. Then a 10% fee will be applied, plus any expedited shipping fees. If you cancel after the 24 hours then our normal return policy will apply whether the product is in transit or not. Please follow our Return Policies below.

If a delivery/shipment is refused, a 20% restocking fee and any delivery or normal, non-discounted shipping related fees will be added to the fee. (example “Free curbside delivery” will be added at the actual delivery cost plus any additional fees)
Credits
Once your return is received, we will issue a credit in the same manner as the purchase. Please allow up to 2-3 weeks for your credit to be processed. If your item is defective or was damaged in shipping, please call us or email us at the email and phone number above. We will arrange for the item to be replaced promptly.

Financing Options
We have multiple financing options listed on our site including Paypal, Regency and layaway. If a purchase is made through a financing option outside of layaway, their return options, may take precedence over ours.

Open Box Items
Because of the extreme discount on these items, all sales are final and no other discounts can be combined. No returns or exchanges, no exceptions.

Safety
Order with safety and responsibility in mind. Our goal is to assist you to find the best solution to your particular needs. We do our very best to recommend products to help improve your ability to be more mobile and active. Please be aware that all products have limitations and specific guidelines for use. When ordering online, per phone, email or in person, please be mindful of the following:
• Please read the manual before using your product.
• Be aware of weight or size limits
• Only use for a product’s recommended use.
• Be aware of limits of what the product is designed to do
• What to avoid when using your product (examples for scooters: rain, snow, standing water, using while sleepy or disoriented, near or on sand, too steep of grade, unsafe ramps, dangerous surfaces, be aware of local traffic rules while in public, etc.)
• If the product is utilized beyond its intended use or beyond its capacity, Southern Mobility cannot be held responsible for damages or injuries occurred.

Repairs
We understand how important is it for your product to be up and running so we only provide equipment of the highest quality. In the event you have an issue, please contact us as soon as possible and we will make it a priority to get it resolved as quickly as possible. Some issues can be fixed over the phone but if not, we will evaluate the problem and order the appropriate parts and schedule a service call accordingly. Different products have different warranties that vary in coverage so please review your particular plan. Examples: Parts and labor covered, parts only, the length of coverage per part, reason for issue (defect versus damage or wear).

Urgent Requests for Service versus Standard: If you require expedited service (example: Next day shipping on parts or "Move to the front of the Line" service call), fees will be required for rush services. Standard repair time can vary based on lead time on parts or amount of service calls in queue but we will do our best to handle as quickly as possible. All eWheels products do not qualify for our free In-Home Service Plan.

Our Privacy Statement
Our Privacy Policy was developed to alert and protect any visitors to our site. The Privacy Policy is created to help you understand how our website collects, uses and protects your personal information you have given to us and to help you in making educated decisions when viewing our site.
Do We Share Information?
NO. We do not share any of your information. We will only internally use your information for the purposes intended from your visit to or order from our site for power mobility devices, lift chairs or related products.

Security of Information
Any information given to us remains completely confidential and is secured. We have adapted the "Red Flag Rule" which protects your information through a number of safeguards through our data base and paper records.

Information We Collect and what we do with it
When you type in information to our site, we will collect your name, address, phone number and other personal information. We may use this information only so that one of our staff members could follow up with you to discuss your order or options if needed.
We allow third-party companies to collect certain anonymous information when you visit our website and to use that information to serve possible future ads for Southern Mobility products or services when you visit this website or other websites. These companies use non-personally identifiable information (e.g., click stream information, browser type, time and date) during your visits to this and other websites in order to provide advertisements about goods and services likely to be of greater interest to you. These parties typically use a cookie or a third-party web beacon to collect this information. To learn more about this behavioral advertising practice or to opt-out of this type of advertising, you can visit: http://www.networkadvertising.org/managing/opt_out.asp

Can you be removed or "opt out" from our system?
Yes. If you wish to be removed from our system or future mailings, please contact us at scott@southernmobilityonline.com or at 1-800-681-8831.

HIPAA - Notice of Privacy Practices
If applicable, this notice describes how any information about your needs or products you may be ordering is kept completely confidential.

Revision of Notice of Privacy Practice:
We reserve the right to change the terms of this Notice from time to time, making revisions applicable to all the information we maintain. If we revise the terms of this Notice, we will post a revised notice on this site and will make paper copies of the revised Notice of Privacy Practices available upon request.

Date of last update 03-20-20