

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 10 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).

Our Overall 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. The following 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

Our goal is to ensure that you select the best product for your needs. However, you may receive a product that doesn't work for you. To keep our online pricing competitive and offer quality, prompt service after the sale, cancelled / returned orders are subject to the following fees:

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

- **Scooters: A 15% restocking fee + any shipping / delivery / pickup fees**
- **Power Chairs: A 15% restocking fee + any shipping / delivery / pickup fees**
- **In Stock Lift Chairs: A 15% restocking fee + any shipping / delivery / pickup fees**
- **In Stock Parts: A 10% restocking fee + any shipping / delivery / pickup fees**
- **Custom ordered Lift Chairs: Non-returnable**

Non-Returnable Products: Due to certain items' size, uniqueness or price, we cannot accept returns on certain products that are labeled as such on their product page (marked in bold text). **Additionally**, the following categories are non-returnable:

- All Vehicle Lifts
- All Stair Lifts
- All Vertical Lifts
- All Patient Lifts
- All Beds
- Open Box / Clearance Items (Can be exchanged for a different product within 3 days of delivery)
- Custom Ordered Lift Chairs (Any chair ordered that is not in stock in our showrooms)
- All custom ordered parts

In order to return, customers must request a Return Authorization (RA) number issued by Southern Mobility and return eligible products to us within 10 calendar days of delivery.

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.

Return Criteria

Products must be returned at your expense and meet the following conditions:

- An R.A. # must be requested within 10 days of delivery AND the returned item must be received at our Raleigh or Concord NC location within 10 calendar days from your delivery date. If shipping, the product must show movement within 10 days and be delivered back to us within 30 days. Mail items early enough to avoid missing the deadline date. Southern Mobility is not responsible for shipping delays that cause your return to arrive after the 30-day window.
- Product must be returned in its original undamaged packaging if shipped to you
- 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. You are responsible for any of the costs related to the pickup.
- 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 return period will not be accepted.
- If we sent the wrong item, we will make the arrangements on our end to make it right. 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 then 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 / return the item back to the correct address above. Shipping costs will not be credited.

Return Shipping Costs and responsibilities

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 3 business days of placing order to cancel, you will receive a 100% refund unless your order has already shipped or was ordered as an urgent or rushed order. If the order has already shipped or was a rush order, our normal Return Criteria will apply.

If you cancel after 3 business days and the order has not shipped, a 10 % fee of the full purchase price will be applied + any manufacturer cancellation fees involved. If a delivery / shipment is refused, our normal Return Criteria applies and the customer will be responsible for any shipping / refusal related fees.

If a product has not been delivered / picked up within 30 days of the purchase, Southern Mobility reserves the right to cycle that product(s) back into inventory for resale. The customer's order can be refunded less a 10% cancellation fee at the customer's request.

Delayed Deliveries

If a product has not been delivered / picked up within 60 days of the purchase, Southern Mobility reserves the right to cycle that product(s) back into inventory for sale. Once the customer schedules delivery or pickup, the items will then be reordered or pulled from inventory. If the items have not been picked up or delivered after 90 days, a store credit will be issued to the customer for the full purchase amount.

Damage Items

Damaged items / property must be reported to Southern Mobility within 72 hours of delivery. Southern Mobility is not financially responsible to fix or replace items / property if reported after the 72 hours window. If an item is picked up from our store, any damage not noted at pickup will not be Southern Mobility's responsibility to repair / replace. If the customer requests Southern Mobility move any furniture inside the home as a courtesy and something is damaged (furniture, house, etc.), it is not Southern Mobility's responsibility to fix / repair any damages done.

Incontinence:

Repairs and Return Limitations Repairs:

Incontinence issues can cause serious safety issues and severe damages to any product. To protect yourself: Always use incontinence products such as under garments and additional incontinence pads, that are checked and changed regularly. If repairs are needed, we reserve the right to refuse service to protect our employees. Warranties do not cover damages to parts (fabric, frame, motors, etc.) from incontinence, period.

If incontinence is detected on any product, we reserve the right to void any labor / parts warranty on the product. Refunds will not be issued for any extended warranties previously purchased.

Returns: We want all of our customers to receive brand new products that are new and without signs of use. Based on this, we cannot take any returns of products that

1. show signs of use when incontinence is detected
2. if there is a general odor of urine in the home from the user or from pets.

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.

Delivery Options

Standard Shipping: 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.

Free Curbside Delivery: If item is too large or heavy for standard ground shipping (UPS, FEDEX, etc), a commercial carrier will deliver. Your product will be dropped off at your curbside, and will not be brought in to your home. Please make the appropriate arrangements on your end to handle from the curb to get into your home. You are also responsible for inspecting the package for any external or concealed damages. If external damages caused damage to the product, you

must REFUSE the shipment. If concealed damages are found later, you will be responsible for contacting us within 72 hours of receipt of the package. Damages found after that time cannot be credited.

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

Confirmation by the delivery company sets the delivery date. A receipt signature may be requested but is not required to establish a formal delivery. Extra delivery costs may be required and will be noted on specific product page or by the SMM sales person. 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.*

White Glove Delivery Service: RECOMMENDED WAY This service has your product shipped to our location and we receive, unpack, set up and test the product before delivery. Then we hand deliver it, fully set up by our trained mobility technicians. We 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. Call for quote. This is the best option to ensure a safely delivered and assembled product. Extra Delivery Charges may apply for remote areas or shipping outside of NC.

In store Pickup: This is a free option where we receive, unpack, set up and test the product. We will contact you that your product is ready for pick up and will assist in loading. Please make sure your vehicle has the appropriate space to transport your product.

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).

Pricing, Sizes, Fabrics, Colors, Seating, 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. Per Lift chair seats, each is hand upholstered so variations on how a seat might sit, may vary. 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. Delays may occur but we will make every effort to get your order processed and delivered as expected and in a timely fashion.

Financing Options

We have multiple financing options listed on our site including Affirm, Care Credit, PayPal If a purchase is made through a financing option, their return policy may will take precedence over ours.

Open Box / Clearance Items

Open Box / Clearance Items are non-returnable, but we can offer a one-time exchange for something of equal or greater value. In order to qualify for an exchange, the clearance / open box item must be returned to us within 3 days and in its original condition.

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. If you are beyond the limits, repair, parts, and labor will NOT be covered under warranty**
- 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, **damages from excessive wear will not be covered** under warranty if beyond the units intended use guidelines. 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).

Request for replacement vs repair: We only offer the best products from the best manufacturers in our industry and we test each product before delivery to assure that it functions correctly. We recommend reading the instruction manual to be aware of how your product is designed to work. With any brand, a part may need to be adjusted, re-set or replaced. **We reserve the right to repair any products first or replace a product at our discretion. Any issues or damages created from operator error, incontinence related issues, or issues related to improper use may not be covered under warranty and will not justify replacement or refund.**

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 if available. 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.

No-Show Cancellation Fee: If a customer is not available for a service appointment when our technician arrives at their home, or cancels when our tech is on the way, they are subject to a 50% cancellation fee.

eWheels products do not qualify for our Service Plan.

Southern Mobility Service Plan

Southern Mobility offers a service plan on most items. Our service plan covers **manufacturer defects only** with the equipment. **Our service plan does not cover damage.** Examples of damage include, but are not limited to:

- **Water Damage**
- **Incontinence Issues**
- **Neglect / using products outside their intended uses**
- **Poor Charging Habits (over or under charging)**
- **Improper Storage / storage in non-climate-controlled areas**

Southern Mobility reserves the right to void any service / part warranties at any time due to damage, misuse, or verbal abuse. There will be no refunds for voided service or part warranties.

Actual Performance vs Expectations: Defects vs. Differences

Due to the continuing Covid related supply chain issues, manufacturers are still having to source parts from different regions / manufacturing facilities in order to be able to fulfill new product orders. Products can vary in operation compared to older units that are the same model. If a unit has a defect, we of course will take care of it. However, if the unit operates within current standards of use based on our experience, we will not repair or replace any parts under warranty.

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 customersolutions@southernmobilityonline.com or at 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.