

OxyGo® Oxygen Concentrator

# Limited Warranty Statement

Applied Home HealthCare Equipment, 28825 Ranney Parkway, Westlake, OH 44145

Applied Home Healthcare Equipment warrants that each new OxyGo® Oxygen Concentrator ("Concentrator"), and the accessories for the Concentrator shall be free from defects in materials and workmanship under normal use and service and when correctly maintained for the periods shown from the date of shipment to the original purchaser ("Purchaser"), except as provided below:

| Description   | Period      |
|---|-------------|
| <b>Concentrator</b>   |             |
| OxyGo® Oxygen Concentrator  | 3 years     |
| <b>Accessories and Parts</b>  |             |
| Other accessories (battery, carry bag, backpack, external battery charger, power supplies, and power cords) | 1 year      |
| Sieve Bed / Columns   | 1 year      |
| Disposables (cannulas, filters, tubing)   | No warranty |

All warranties begin as of date of shipment of the Product or equipment by Seller to Purchaser ("Original Shipment Date").

FOR ALL PRODUCT WARRANTY CLAIMS HEREUNDER, PURCHASER SHALL CONTACT APPLIED HOME HEALTHCARE'S AUTHORIZED DISTRIBUTOR OR, IF THE PRODUCT WAS PURCHASED DIRECTLY FROM APPLIED HOME HEALTHCARE EQUIPMENT, PURCHASER SHALL CONTACT APPLIED HOME HEALTHCARE EQUIPMENT.

The warranties hereunder are granted by Applied Home Healthcare Equipment only to the original Purchaser of the Products and are non-transferable. Purchaser's original purchase receipt for the Products and proof of identity are required for the limited warranties hereunder to be effective. For the limited warranty set forth herein to be effective, Purchaser shall inspect each Product within two (2) days of delivery and before such Product is put to use. Purchaser agrees that the warranties provided by Applied Home Healthcare Equipment with respect to the Product are subject to use of the Product in accordance with Applied Home Healthcare Equipment's instructions as provided and that failure to do so shall void the warranties. Applied Home Healthcare Equipment's sole liability and Purchaser's sole and exclusive remedy arising out of or relating to the Products, including for a breach of warranty, is limited to, at Applied Home Healthcare Equipment's sole option, repair or replacement of the Product or part thereof which is returned at Purchaser's expense to Applied Home Healthcare Equipment. This warranty shall apply only if Purchaser notifies Applied Home Healthcare Equipment in writing of the defective Product promptly after the discovery of the defect and within the warranty period. Products may be returned only by Purchaser and only when accompanied by an RMA reference number issued by Seller. Applied Home Healthcare Equipment will not be responsible for any alleged breach of warranty for which Applied Home Healthcare Equipment determines to have arisen from a cause not covered by this warranty. Applied Home Healthcare Equipment shall make the final determination as to the existence and/or cause of any alleged defect.

For Product that does not meet the limited warranty herein within the first ninety (90) days of the Original Shipment Date for the Product ("Out Of Box Period"), Purchaser shall contact the Seller to obtain an RMA number. Purchaser shall receive a replacement Product (which solely at Seller's discretion will be a new Product or a repaired Product built to a new specification) in advance of return of the failed Product. Applied Home Healthcare Equipment will cover the shipping cost of the replacement Product to the Purchaser as well as return shipment of the failed Product to Applied Home Healthcare Equipment. Purchaser will not be charged for the replacement Product provided Purchaser returns the failed Product in accordance with Seller's instructions within ten (10) business days and Applied Home Healthcare Equipment determines that such Product is covered by the limited warranty

hereunder. If failed Product is not returned in accordance with Seller's instructions within ten (10) business days from issuance of the RMA or Applied Home Healthcare Equipment determines that the Product is not covered by the limited warranty hereunder, Applied Home Healthcare Equipment will invoice Purchaser for the list price of the replacement Product due and payable by Purchaser upon receipt.

For Product that does not meet the limited warranty herein after the Out Of Box Period, Purchaser shall contact the Seller for an RMA number and return Product in accordance with Seller's instructions, at Purchaser's risk and expense. Applied Home Healthcare equipment shall examine the Product and, if the Product is covered by the limited warranty hereunder, repair or replace the Product within a reasonable time, returning the Product to Purchaser at Purchaser's risk and expense.

Products, or parts of Products, which have been subject to abuse, misuse, accident, alteration, neglect, negligence, improper operation, unusual physical, thermal or electrical stress, acts of God or other acts not within the control of Applied Home Healthcare Equipment, or unauthorized installation, repair or modification are not covered by warranty and Applied Home Healthcare Equipment shall have no obligation with respect to such Products or parts of Products. If Applied Home Healthcare Equipment determines that the Product is not covered by the limited warranty, then Purchaser shall pay Applied Home Healthcare Equipment the charges for repair or replacement of the Product in addition to all shipping expenses. The limited warranty shall not apply to (a) normal routine service items; (b) disposable items (such as nasal cannulas); (c) use of the Product with components, accessories or parts other those expressly approved by Applied Home Healthcare Equipment, or (d) defects caused by effects of normal wear and tear.

THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO REPRESENTATION OR STATEMENT OF APPLIED HOME HEALTHCARE EQUIPMENT MAY CHANGE OR ALTER THIS LIMITED WARRANTY, UNLESS AGREED TO AND AUTHORIZED IN WRITING BY APPLIED HOME HEALTHCARE EQUIPMENT.

Applied Home Healthcare Equipment shall not be liable for any commercial losses, loss of revenues or profits, loss of goodwill, inconvenience, or exemplary, special, incidental, indirect, consequential or punitive damages whatsoever, or claims of third parties, regardless of the form of any claim, whether in contract or tort, whether from breach of this warranty, or defective equipment, or loss of data or from any other use, even if Applied Home Healthcare Equipment has been advised or should be aware of the possibility of such damage. Applied Home Healthcare Equipment's liability for loss or damages shall not exceed the purchase price paid by Purchaser for the particular Product giving rise to such liability.

Applied Home Healthcare Equipment shall not be responsible for delays or failures in its performance resulting from Acts of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw material or machinery, governmental laws, regulations, or labor trouble, strike, lockout or injunction, acts or omissions beyond Applied Home Healthcare Equipment's control, including delays of suppliers or technical failure. If any such delay or failure occurs, Applied Home Healthcare Equipment may allocate Product among Applied Home Healthcare Equipment's customers at its sole discretion.

The validity, interpretation, and performance of these terms and conditions shall be governed by and construed under the applicable laws of the State of Ohio as if performed wholly within the state and without giving effect of the principles of conflict laws.

Except as provided otherwise herein, all disputes between the parties hereto shall be determined solely and exclusively by arbitration under, and in accordance with the rules then in effect of, the American Arbitration Association, or any successors thereto ("AAA"), in, Ohio, unless the parties otherwise agree in writing. The parties shall jointly select an arbitrator. In the event the parties fail to agree upon an arbitrator within ten (10) days, then Applied Home Healthcare Equipment shall select an arbitrator and Purchaser shall select an arbitrator and such arbitrators shall then select a third arbitrator to serve as the sole arbitrator, provided that if either Applied Home Healthcare Equipment or Purchaser, in such event, fails to select an arbitrator within seven (7) days, such arbitrator shall be selected by the AAA upon application of either Applied Home Healthcare Equipment or Purchaser. Judgment upon the award of the agreed upon arbitrator or the so chosen third arbitrator, as the case may be, shall be binding and shall be entered into by a court of competent jurisdiction.

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