

## OXLIFE INDEPENDENCE® – LIMITED WARRANTY STATEMENT

O2 Concepts, LLC (the "Company") warrants that each new Oxlife Independence® and the related accessories and replacement parts (each a "Product" and collectively, the "Products"), in each case purchased from the Company or its authorized distributor, 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 ("Original Shipment Date") to the original purchaser ("Purchaser"), except as otherwise set forth herein. Subject to exclusions set forth herein, the applicable warranty coverages are set forth in the table below.

<b>Product</b>	<b>Warranty Period</b>
Oxlife Independence® – New	Five (5) years from Original Shipment Date
Sieve Tubes	Two (2) years from Original Shipment Date
Standard Accessories (batteries <sup>(1)</sup> , AC power supply, DC power supply, accessory bag)	One (1) year from Original Shipment Date
Optional Accessories (chargers, humidifiers, wheelchair bags, etc.)	Ninety (90) days from Original Shipment Date
Repaired and Replaced Products; Accessories	Later of ninety (90) days from Original Ship Date or remaining warranty period
Disposables (cannulas, filters, tubing)	No warranty
<i><sup>(1)</sup> Warranty coverage limited to batteries that fall below 80% of associated rated capacity when fully charged.</i>	

The limited warranties granted hereunder apply to Products purchased by the Purchaser and are not transferable. Purchaser's original purchase receipt for the Products are required for the limited warranties hereunder to be effective. For any limited warranty set forth herein to be effective, Purchaser shall inspect each Product within thirty (30) days of delivery and before such Product is placed into use. Purchaser agrees that the warranties provided by the Company with respect to any Product are subject to use of the Product in accordance with the Company's instructions as provided and that failure to do so shall void the warranties. The Company'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 the Company's sole option, repair or replacement of the Product or part thereof which is returned to the Company at Purchaser's expense. This warranty shall apply only if Purchaser notifies the Company in writing, including email transmission, 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 the Company (see PRODUCT RETURN GUIDELINES at the end of this Statement). The Company will not be responsible for any alleged breach of warranty for which the Company determines to have arisen from a cause not covered by this warranty including, but not limited to, those exceptions listed below. The Company shall make the final determination as to the existence and/or cause of any alleged defect.

For any Product that does not meet the limited warranty herein within the first ninety (90) days of the Original Shipment Date for the Product, Purchaser shall contact the Company to obtain an RMA reference number. Purchaser shall receive a replacement Product (which, solely at the

Company's discretion, will be a new Product or a repaired Product built to a new specification) in advance of return of the failed Product. The Company will cover the shipping cost of the failed Product to the Company as well as the shipment of the replacement Product to the Purchaser. Purchaser will not be charged for the replacement Product provided Purchaser returns the failed Product in accordance with the Company's instructions within ten (10) business days of the issuance of an RMA reference number and the Company determines that such Product is covered by the limited warranty hereunder. If any failed Product is not returned in accordance with the Company's instructions within ten (10) business days from issuance of an RMA reference number or the Company determines that the Product is not covered by the limited warranty hereunder, the Company 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 ninetieth (90<sup>th</sup>) day after the Original Shipment Date, Purchaser shall contact the Company for an RMA reference number and return the Product within thirty (30) days of the issuance of an RMA reference number and in accordance with the Company's instructions at Purchaser's risk and expense. The Company shall examine the Product and, if the Product is covered by the limited warranty hereunder, the Company shall repair or replace the Product within a reasonable time, returning the Product to Purchaser at the Company's expense.

- Defects and/or damage resulting from the following are expressly and specifically excluded from any warranty coverage hereunder.
- Improper operation, improper storage, misuse, accident, alteration, abuse, neglect and/or physical damage, including, but limited to, exposure to smoke (including cigarette, cigar or e-cigarette smoke).
- Ingress of liquids, sand, dirt, food, insects, animals or other foreign objects into the Product.
- Exposure to unusual electrical stress, heat, humidity, condensation and/or cold.
- Use in a manner that constitutes abnormal usage or conditions.
- Failure to follow recommended preventative maintenance.
- Unauthorized installation, repair or modification.
- Use of parts, materials and accessories not provided or authorized by the Company.
- Acts of God and/or other acts or conditions not in the control of the Company.

Moreover, warranty coverage shall not be extended to Products for which (i) the serial number label has been removed, altered or destroyed; (ii) tamper evident seals are broken; or (iii) mismatched serial numbers or revised combinations.

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 THE COMPANY MAY CHANGE OR ALTER THIS LIMITED WARRANTY UNLESS AGREED TO AND AUTHORIZED IN WRITING BY THE COMPANY.

The Company 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 the Company has been advised or should be aware of the possibility

of such damage. The Company's liability for loss or damages shall not exceed the purchase price paid by Purchaser for the particular Product giving rise to such liability.

The Company 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 disruption, strike, lockout or injunction, acts or omissions beyond the Company's control, including delays of suppliers or technical failure. If any such delay or failure occurs, the Company may allocate Products among the Company'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 Oklahoma 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 Oklahoma County, Oklahoma, 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 the Company 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 the Company 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 the Company 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.

## **PRODUCT RETURN GUIDELINES**

- Purchaser must contact the Company to obtain a Return Material Authorization ("RMA") reference number before returning any Product.
- The RMA reference number must be clearly identified on the outer shipping box.
- The Oxlife Independence® may only be returned in its original shipping box or a similar container with commercially reasonable packing protection.
- Any Product received without an RMA reference number will be refused by the Company.
- All COD shipments will be refused by the Company.
- Any Product received thirty (30) or more days after the date of issuance of an RMA reference number will be refused by the Company.