

## CONSUMER

## LIMITED WARRANTY STATEMENT

This Consumer Limited Warranty Statement (this “Limited Warranty”) is also available at [www.caireinc.com/patients/legal-library/](http://www.caireinc.com/patients/legal-library/) and should be read in conjunction with the CAIRE Inc. U.S. Consumer Terms & Conditions of Sale (“T&Cs”), as if specifically incorporated therein, with the exception of Section 17 of the T&Cs, along with any applicable Equipment manuals, videos, warnings and/or other literature provided with the Equipment or available on the website, and does not change or replace the T&Cs. Unless otherwise defined herein, all capitalized terms in this Limited Warranty shall have the same meaning as set forth in the T&Cs, which can be accessed online at [www.caireinc.com/patients/legal-library/](http://www.caireinc.com/patients/legal-library/).

**Who is covered?**

This Limited Warranty is extended only to the original Purchaser of the Equipment and does not extend to any other person or company. In the event that the Equipment requires a prescription, the term “Purchaser” shall be deemed to be the original prescription holder.

**What is covered and for how long?**

The newly manufactured, repaired or refurbished, or reconditioned Equipment as identified in the attached Consumer Warranty Period Schedule (the “Equipment”) shall be free from defects in materials and workmanship for the period of time stated in the attached Consumer Warranty Period Schedule, as long as no Exclusions (as defined below) apply.

**What is not covered?** The following are excluded from this Limited Warranty (the “Exclusions”):

1. **Normal Wear and Tear:** Defects caused by the effects of normal wear and tear, including, cosmetic defects such as discoloration or scratches, periodic maintenance, repair, and replacement of parts due to normal operation.
2. **Abuse and Misuse:** Defects or damages resulting, in CAIRE Inc.’s (“CAIRE”) absolute judgment, from service, testing, adjustment, installation, alteration, maintenance, or modification including, but not limited to: (1) improper operation, maintenance, installation, storage, abuse, accident or neglect, such as physical damage to the surface of the Equipment resulting from misuse by Purchaser or any third party; (2) any use or operation of the Equipment that is not in accordance with all manuals, warnings, and other Equipment literature provided by CAIRE; (3) damage caused by an ingress of liquids, water, rain, extreme humidity, sand, dirt or the like, vandalism, riots, animals, food, environmental pollution such as soot, salt damage, rain, earthquake, fire, flood, extreme weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions that are beyond CAIRE’s control; (4) other acts which are not the fault of CAIRE; (5) use of the Equipment for commercial purposes or subjecting the Equipment to abnormal usage or conditions; and/or (6) lack of required preventative maintenance and/or calibration.
3. **Use of Non-CAIRE Endorsed Equipment:** Defects or damages that result from the use of non-CAIRE branded or certified Equipment, software, or other peripheral equipment.
4. **Altered or Modified Equipment:** Alterations or modifications of any kind, made by persons other than CAIRE or persons not authorized in writing by CAIRE, including but not limited to alterations or modifications related to Equipment with: (1) serial numbers or lot (date) code that have been removed, altered, modified or illegible; (2) mismatched board serial numbers or revision combinations; (3) broken seals or evidence that shows tampering; and/or (4) non-conforming or non-CAIRE parts or components.
5. **Unauthorized Service Providers:** Repair, service, adjustment, installation, alteration, modification, replacement, or any other act performed in any way by an unauthorized service provider or any third party not authorized in writing by CAIRE.
6. **Non-Approved Equipment or Parts:** Use of external equipment or parts with the Equipment other than those authorized in writing by CAIRE.
7. **Purported Defects:** Warranty claims for Equipment that is returned for repair, but no purported defect is found or the Equipment meets performance specifications as a result of CAIRE’s inspection (Purchaser will be responsible for (i) all freight charges and (ii) all applicable fees charged by CAIRE, if no purported defect is found).
8. **Preventative Maintenance:** The cost of performing all preventative maintenance required in any manual, video, warning and/or other Equipment literature (including all associated freight charges).

**What we will do:**

During the Consumer Warranty Period and if Purchaser notifies us promptly of any defect and as long as no Exclusions apply, we will, at our sole option: (1) repair or replace (using new or refurbished replacement parts) any defective parts within a reasonable period of time and free of charge; or (2) provide refund of the purchase price of the Equipment.

**What you must do to obtain Limited Warranty Service:**

Return the Equipment using the following procedures:

1. Contact CAIRE Customer Service and provide them with the Purchaser’s name and the serial number of the Equipment, by calling 1-800-482-2473.
2. If directed by CAIRE Customer Service, return the Equipment freight paid by CAIRE, properly packaged in a CAIRE approved freight container and properly identified by a Return Materials Authorization (“RMA”) number issued by CAIRE Customer Service. Purchaser shall be responsible for (i) any expedited freight charges and (ii) all freight charges associated with shipment of Equipment into or out of any location outside of the 48 contiguous United States of America.
3. Equipment returned without an RMA number may be refused and returned to you at your expense.
4. If Equipment is out of the Consumer Warranty Period or if CAIRE determines that the Limited Warranty does not apply, CAIRE reserves the right to charge for freight charges and service fees as a condition to returning the Equipment to the Purchaser.

At our sole discretion, CAIRE may replace or use functionally equivalent refurbished, reconditioned, or pre-owned parts, accessories, and/or components, to repair all warranted Equipment. In addition, we may require that you return the defective Equipment to us as a condition to receiving your replacement Equipment or refund. Failure to return the defective equipment could result in CAIRE charging you the list price of the replacement Equipment. Any Equipment returned to CAIRE will become CAIRE's property.

**Limitations:**

**All implied warranties including implied warranties or conditions of merchantability and fitness for a particular use or purpose are limited in duration to the period for which this Limited Warranty is given and applies. Some states do not allow limitations on how long an implied warranty or condition lasts, so this limitation may not apply to you. The express warranties in this Limited Warranty are exclusive and may not be altered, enlarged, or changed. We are not responsible for special, indirect, incidental, punitive or consequential damages of any nature whatsoever. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.**

**Other Legal Rights:**

This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from state-to-state. If any part of this Limited Warranty is found to be invalid or unenforceable for any reason, then the remaining provisions shall be unaffected and shall continue to be fully valid, binding and enforceable.

**Governing Law:** Any claims for breach of this Limited Warranty are governed by Georgia law, excluding its conflicts of law principles.

This Limited Warranty is provided by:  
CAIRE Inc.  
2200 Airport Industrial Drive, Suite 500  
Ball Ground, GA 30107

## CONSUMER WARRANTY PERIOD SCHEDULE

This Consumer Warranty Period Schedule applies to all CAIRE Equipment as defined in CAIRE's current Consumer Limited Warranty Statement. The Consumer Warranty Period begins on the date of shipment to the Purchaser.

EQUIPMENT	TOTAL CONSUMER WARRANTY PERIOD	
	New Product	Repaired Products
<b>Portable and Transportable Oxygen Concentrators</b>		
AirSep® Focus™ AirSep® FreeStyle® AirSep® FreeStyle® 5 SeQual® Eclipse 5®	<b>Three (3) year Consumer Warranty Period</b>	<b>Ninety (90) days, or the remainder of the New Product Consumer Warranty Period, whichever is longer</b>
<b>Portable and Transportable Oxygen Concentrators Extended Warranty*</b> *Applies if Purchaser has paid for the 2-year Extended Warranty at an additional cost at the time of the original purchase and the applicable Item Number appears on Purchaser's Order Acknowledgment provided by CAIRE		
AirSep® Focus™ 2-year Extended Warranty (Item# 21197509)  AirSep® FreeStyle® 2-year Extended Warranty (Item # 21197510)  AirSep® FreeStyle® 5 2-year Extended Warranty (Item# 21197513)  SeQual® Eclipse 5® 2-year Extended Warranty (Item# 20808788)	<b>Five (5) year Consumer Warranty Period</b>	<b>Ninety (90) days, or the remainder of the New Product Consumer Warranty Period, whichever is longer</b>
<b>Stationary Oxygen Concentrators</b>		
CAIRE® Companion 5™ VisionAire™ 5 NewLife® Elite VisionAire™ 2 NewLife® Intensity	<b>Three (3) year Consumer Warranty Period</b>	<b>Ninety (90) days, or the remainder of the New Product Consumer Warranty Period, whichever is longer</b>
<b>Standard Accessories</b>		
Parts and accessories shipped with the new oxygen concentrator that include: the battery (power cartridge), AC/DC power supplies, power cords, bags, and carts.	<b>One (1) Year Consumer Warranty Period</b>	<b>Ninety (90) days, or the remainder of the New Product Consumer Warranty Period, whichever is longer</b>
<b>All Other Parts</b>		
Parts and accessories that can be used with the Equipment	<b>Ninety (90) day Consumer Warranty Period</b>	<b>Ninety (90) days, or the remainder of the New Product Consumer Warranty Period, whichever is longer</b>
<b>Software</b>		
Applies only to physical defects in the media that embodies the copy of the software (e.g., CD-ROM, thumb drive, or internet download.	<b>Ninety (90) day Consumer Warranty Period</b>	<b>Ninety (90) days, or the remainder of the New Product Consumer Warranty Period, whichever is longer</b>