

CONCENTRATOR LIMITED WARRANTY STATEMENT

1. **General:** This Limited Warranty Statement (“Warranty”) should be read in conjunction with the Chart BioMedical Group Terms & Conditions of Sale (“T&Cs”), as if specifically incorporated herein, along with any applicable Equipment user and/or technical service manuals, and shall not be deemed to be a variation of or a novation of the T&Cs. Unless otherwise defined herein, all capitalized terms in this Warranty shall have the same meaning as set forth in the T&Cs, which can be accessed online: <http://www.chartindustries.com/Terms-Conditions>

2. **Equipment and Services:** CAIRE, Inc. (“CAIRE”) warrants to the original Purchaser that all newly manufactured, repaired or refurbished, or reconditioned Equipment as identified in the attached Warranty Period Schedule shall be free from defects in materials and workmanship as noted in the attached Warranty Period Schedule. CAIRE warrants to the original Purchaser that all Services shall be free from defects in workmanship for a period of ninety (90) days after the date of completion. The original Purchaser shall refer only to the party issuing the purchase order to CAIRE for Equipment or Services, regardless of whether or not the Purchaser is the end user of the Equipment or Services.

3. **Limited Warranty Provisions:** All warranties stated herein are subject to this limited warranty provision. Purchaser agrees that before this Warranty shall become effective; Purchaser shall fully inspect the Equipment within three (3) days of delivery and before such Equipment is put into use. Purchaser also agrees to operate the Equipment in accordance with CAIRE’s operating and service instructions and that failure to do so shall void this Warranty. Purchaser further agrees that any claim for breach of warranty must be made in writing within sixty (60) days of discovery of a purported defect, and in no event later than sixty (60) days after the end of the warranty period. CAIRE will not be responsible for any alleged breach of warranty, which, as a result of CAIRE’s inspection, CAIRE determines to have arisen from a cause not covered by this Warranty. Equipment that is returned for repair and no purported defect is found as a result of CAIRE’s inspection, a fee may be levied against Purchaser by CAIRE for diagnostics, assembly/disassembly, calibration and testing as required by CAIRE, local, federal or other governing bodies, to repair the Equipment and return it in a patient ready condition.

4. **Warranty Exclusions:** This Warranty excludes the following conditions:

- A. **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 are excluded from coverage.
- B. **Abuse and Misuse.** Defects or damages resulting, in CAIRE’s absolute judgment, from service, testing, adjustment, installation, alteration, maintenance, or modification are excluded from coverage 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) 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; (3) other acts which are not the fault of CAIRE; (4) use of the Equipment for commercial purposes or subjecting the Equipment to abnormal usage or conditions; and/or (5) lack of user and/or provider required preventative maintenance and/or calibration.
- C. **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 are excluded from coverage.
- D. **Altered Equipment.** Alterations of any kind, made by persons other than CAIRE or persons not authorized in writing by CAIRE, are excluded from coverage, including but not limited to alterations related to Equipment with: (1) serial numbers or lot (date) code that have been removed, altered 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.
- E. **Unauthorized Service Providers.** Repair, service, testing, adjustment, installation, alteration, maintenance, modification, replacement, or any other act performed in any way by an unauthorized service provider or other persons not authorized in writing by CAIRE are excluded from coverage.
- F. **Non-Approved Equipment or Parts.** Use of external equipment or parts with the Equipment other than those authorized in writing by CAIRE are excluded from coverage.
- G. **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, are excluded from coverage.

5. **Equipment Return:** If Purchaser believes the Equipment does not comply with this Warranty, Purchaser shall contact CAIRE Customer Service for instructions and shall follow all such instructions. For optional accessories which may require repair, a copy of Purchaser’s dated sales receipt will be required to be presented to CAIRE prior to repair or replacement of those items. If directed by CAIRE, Purchaser shall return the Equipment freight prepaid, properly packaged in a CAIRE approved shipping container and properly identified by a Return Goods Authorization (“RGA”) number issued by CAIRE. Equipment returned without a RGA number will be refused and returned at Purchaser’s expense. At its sole discretion, CAIRE may use functionally equivalent refurbished, reconditioned, or pre-owned parts, accessories, and/or components, to repair all warranted Equipment.

6. **Exclusive Remedies and Limitation of Liability:** Purchaser’s exclusive remedy, and CAIRE’s sole liability, for any breach of this Warranty are limited to, at CAIRE’s sole option, repair or replacement of the defective Equipment or refund of the purchase price of the Equipment, at the sole discretion of CAIRE. CAIRE SHALL NOT BE LIABLE FOR, AND PURCHASER SHALL INDEMNIFY, DEFEND AND HOLD CAIRE HARMLESS FROM ANY CLAIMS ARISING OUT OF THE USE, SALE, OR LEASE OF THE EQUIPMENT, CAIRE’S COMPLIANCE WITH PURCHASER’S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY EQUIPMENT BY PARTIES OTHER THAN CAIRE, PURCHASER’S FAILURE TO COMPLY WITH THE T&CS OR THIS WARRANTY, OR USE OF THE EQUIPMENT IN COMBINATION WITH OTHER EQUIPMENT. PURCHASER’S RECOVERY FROM CAIRE FOR ANY CLAIM SHALL NOT EXCEED PURCHASER’S PURCHASE PRICE FOR THE EQUIPMENT GIVING RISE TO SUCH CLAIM, AND PURCHASER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND PURCHASER SHALL INDEMNIFY, DEFEND AND HOLD CAIRE HARMLESS FROM, ANY CLAIMS FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT OR SUBSTITUTE EQUIPMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF USE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, OR FOR ANY PENALTIES, EVEN IF CAIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE REMEDIES AND WARRANTIES STATED IN THIS WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES GRANTED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE AND DESIGNS, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED BY CAIRE. NO REPRESENTATION OR STATEMENT OF CAIRE MAY MODIFY THIS WARRANTY.

7. **Governing Law:** Any claims for breach of this Warranty shall be governed by Georgia law, to which Purchaser does hereby consent to the jurisdiction of the same, and without regard to conflict of law rules thereof, and must be brought in a state or federal court in Georgia within one (1) year of the date of the occurrence of the event giving rise to any such claim. The UN Convention on Contracts for the International Sale of Goods shall not apply.

8. **Severability:** This Warranty gives the Purchaser specific legal rights. Purchaser may also have other rights, which vary from state-to-state. If any part of this Warranty is found to be invalid or unenforceable for any reason, then such part shall be deemed revised and applied to the maximum extent allowed by applicable law, and such invalidity or unenforceability shall not affect the remainder of such provision or any other provision of this Warranty, which shall remain in full force and effect.

9. **Validity:** This Warranty will become null and void if the Equipment is transferred from the original Purchaser to any third-party.



CONCENTRATOR WARRANTY PERIOD SCHEDULE

This Warranty Period Schedule applies to all CAIRE Equipment and Software as defined in CAIRE’s current Warranty.

EQUIPMENT	TOTAL WARRANTY PERIOD ⁱ		
	New Product	Repaired/Refurbished	Reconditioned or Certified Pre-Owned Product
Portable and Transportable Oxygen Concentrators			
AirSep Focus AirSep FreeStyle AirSep FreeStyle 5 AirSep LifeStyle SeQual Eclipse 3 SeQual Eclipse 5 SeQual eQuinox	Three (3) years	Ninety (90) days, or the unexpired new product warranty period, whichever is longer	Two (2) Years
Stationary Oxygen Concentrators			
AirSep NewLife Elite AirSep NewLife Intensity AirSep NewLife Intensity 10 AirSep SureFlow Oxygen Station AirSep VisionAire 2 AirSep VisionAire 3 AirSep VisionAire 5 CAIRE Companion 5 SeQual Integra E-Z 10	Three (3) years	Ninety (90) days, or the unexpired new product warranty period, whichever is longer	Two (2) Years
Standard Accessories			
Parts and accessories shipped with the new oxygen concentrator that include: the battery (power cartridge), AC/DC power supplies, power cords, bags, and carts. AirBelt, AirSep POC External Power Cartridge	One (1) Year	Ninety (90) days, or the unexpired new product warranty period, whichever is longer	N/A
All Other Parts			
Parts and accessories that can be used with the Equipment	Ninety (90) days	Ninety (90) days, or the unexpired new product warranty period, whichever is longer	N/A
Software			
Applies only to physical defects in the media that embodies the copy of the software (e.g., CD-ROM, thumb drive, or internet download.	Ninety (90) days	Ninety (90) days, or the unexpired new product warranty period, whichever is longer	N/A

ⁱ The warranty period begins on the date of shipment to the Purchaser, unless otherwise specified.