



CAIRE Inc. Internet Reseller
Minimum Advertised Price Policy

In order to successfully compete in the marketplace and to maintain its premium brand image, CAIRE Inc. ("CAIRE") hereby institutes this unilateral Minimum Advertised Price Policy (the "MAP Policy") with respect to the advertising and sale of CAIRE's products by anyone over the Internet ("Internet Resellers"). This MAP Policy applies to CAIRE's respiratory product line that is sold to customers in the United States of America, as listed in the attached **Attachment A** (the "Products"), and may change from time to time. This MAP Policy does not apply to the sale of accessories or to sales outside of the US.

This MAP Policy has been unilaterally adopted by CAIRE. CAIRE neither solicits nor will it accept assurances by an Internet Reseller of acquiescence with this MAP Policy. Nothing in this MAP Policy shall constitute an agreement between CAIRE and any Internet Reseller of compliance with this MAP Policy. Each Internet Reseller within its own discretion can choose to acquiesce or not acquiesce with this MAP Policy. The interpretation of this MAP Policy is within the sole discretion of CAIRE and can be altered, modified, or amended only at the sole discretion of CAIRE.

MAP POLICY GUIDELINES:

The MAP Policy guidelines are as follows:

1. **No Resale Price Restrictions:** Each Internet Reseller remains free to independently establish its own sales prices for the Products.
2. **Active Marketing and Technical Promotion:** CAIRE wishes to promote active marketing and technical promotion of CAIRE's Products by providing truthful, complete and understandable information to prospective end users of CAIRE's Products through advertising and promotional literature and the dissemination of such information over the Internet and otherwise.
3. **MAP:** The MAP Policy contemplates that no prices will be advertised by Internet Resellers for CAIRE's Products. Instead of advertising the dollar amount of the price for a Product either numerically or in words through public channels, Internet Resellers would still be expected to directly convey pricing through separate means, such as requiring customers to call for a price or for customers to provide the Internet Reseller with information in order to receive a confidential email with pricing. Internet Resellers might, for example, or use statements such as "call for price," "click for price," "call for quote," or any other statement designed to communicate that prices may only be obtained in response to a request from a prospective customer. Statements to the effect that prices will be available in the shopping cart or at checkout are inconsistent with the policy. "Advertise" as used herein means to promote CAIRE's Products for sale in any manner through any and all media, including but not limited to, promotions on or contained within any websites, search engines, shopping cart pages of websites, social media posts, message boards, blogs, emails, Internet auction sites, text messages, newsletters, mailings, brochures, catalogs, newspaper, television, radio or by facsimile.
4. **Confidentiality:** This MAP Policy is confidential and as such, no Internet Reseller may disclose any aspects, details, or information about the MAP Policy to any third party, patient or consumer, except as provided herein.
5. **Contact Information:** Internet Resellers must have an actual physical presence in the states where they intend to do business and list their full legal business name and contact information clearly on any websites or other advertisement for the Products so that their customers may contact them directly for training and service. Internet Resellers must provide CAIRE with information regarding any and all websites or other advertisement methods by which the Internet Reseller promotes or sells CAIRE's Products, including but not limited to the retail location, phone number, street address, and email address.
6. **Compliance with Law:** Internet Resellers must comply with all federal and state laws for the sale of medical devices, including meeting the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and any state HIPAA-equivalent laws.
7. **Prescriptions Required:** CAIRE's Products fall under FDA Class II jurisdiction and require a prescription to be sold, rented, or used in any way. CAIRE requires that all Internet Resellers comply with law and be registered and licensed to fill prescriptions in the states in which it makes sales, including to maintain patient prescriptions on file pursuant to applicable law. Any advertisement for the sale of the Products by an Internet Reseller shall state that a valid prescription is required for



the purchase of the Product and must include sufficient safeguards to prevent patients from ordering the Products without a prescription.

8. **Patient Services:** Internet Resellers shall provide training on the use of the Products to patients and provide after sale patient support and post available hours on its website. They shall also provide operating manuals and/or instructional materials to all purchasers of the Products as furnished by CAIRE. All patient training and services are to be provided by the Internet Reseller and for which the Internet Reseller is solely responsible.
9. **Advertising Restrictions:** Internet Resellers shall properly portray CAIRE's Products specifications and features in its advertisements. They shall never engage in any (a) "bait and switch" sales tactics; (b) deceptive sales tactics or advertising practices, such as advertising a price that is "too low to advertise"; (c) unethical or illegal sales tactics or practices; (d) activity that would potentially injure or undermine the high quality image and/or reputation of CAIRE and/or CAIRE Products; and (e) not utilize "black hat" search engine optimization. Black hat search engine optimization is defined as getting higher search rankings in an unethical manner. They shall sell only new or CAIRE authorized refurbished Products and never advertise, promote, or sell any Products as being "demos," "samples," "used," "out-of-the-box," "like new," etc. You must clearly state whether a Product is new or has been refurbished by a service provider approved by CAIRE. Internet Resellers will only sell the Products to consumers and will never provide (sell, rent, exchange, or trade) CAIRE Products to any other reseller or dealer; never advertise or sell Products obtained on the grey market including online sites such as Amazon, eBay, or Craigslist. Unless otherwise authorized, Internet Resellers will sell Products only in the United States of America.
10. **CAIRE IP:** CAIRE owns all intellectual property related to the Products. Internet Resellers will only use CAIRE provided intellectual property and marketing materials that have been authorized in writing by CAIRE. This includes, but is not limited to, websites, search terms, images, graphics, photographs, copies, text, manuals, literature, video, specifications, and logos. Internet Resellers will obtain CAIRE's prior written consent before using any of CAIRE's intellectual property.
11. **Terms of Sale:** CAIRE makes no express or implied warranties or representations as to the merchantability, fitness, design, or workmanship of any Products purchased from CAIRE other than those to its direct customers only as set forth in CAIRE's limited warranty statements and pursuant to CAIRE's Standard Terms & Conditions of Sale. All sales of Products to Internet Resellers shall be made pursuant to CAIRE's Standard Terms and Conditions of Sale, unless otherwise agreed to by CAIRE in writing.
12. **Shipping Incentives:** An Internet Reseller may offer shipping and handling incentives (such as "free shipping and handling"), provided that such incentives are in accordance with this MAP Policy.
13. **Packaging:** Internet Resellers may never package CAIRE Products with those from another manufacturer or repackage CAIRE's Products in any way. They will advertise and/or sell CAIRE Products with all CAIRE supplied components as packaged and shipped by CAIRE and never strip any of the Products and/or sell the components separately.

MAP POLICY RIGHT TO CEASE DEALING:

CAIRE reserves the right to cease dealing with an Internet Reseller if it determines, in its sole discretion, that an Internet Reseller is advertising prices of CAIRE's Products, or otherwise in violation of this MAP Policy. After 30 days, CAIRE may, in its sole discretion, elect to resume selling to any Internet Reseller.

GENERAL PROVISIONS:

CAIRE reserves the right to alter, modify, amend, suspend, or cancel this MAP Policy, the Products covered, and/or any MAP, at any time and for any reason. No Internet Reseller can rely on this MAP Policy at any time for any reason. CAIRE always reserves the right to decide with whom it will do business, including which companies will be Internet Resellers. CAIRE sales, marketing, and customer service representatives are not authorized to discuss this MAP Policy with Internet Resellers. All questions regarding this MAP Policy should be sent to George Coppola at george.coppola@chartindustries.com.

VERSION DATED: September 1, 2016



**CAIRE'S INTERNET RESELLER
PRODUCT LIST**

WHG - Concentrators	Item Number
SeQual® eQuinox™ w/ 12 cell battery	4807-SEQ
SeQual® eQuinox™ w/ 24 cell battery	4837-SEQ
SeQual® Eclipse® 5	6900-SEQ
SeQual® Eclipse® 5 w/ Extra Battery	6900LN-SEQ
AirSep® Focus™ - 2 batteries	AS078-1
AirSep® Focus™ - 4 batteries	AS078-B007
AirSep® Freestyle® 3 - 1 Battery	AS095-101
AirSep® Freestyle® 3 - 2 Batteries	AS095-B101
AirSep® Freestyle® 5 - 1 Battery	AS077-101
AirSep® Freestyle® 5 - 2 Batteries	AS077-B101
CAIRE® Companion 5™	15067013
CAIRE® Companion 5™ w/O ₂ Monitor	15067005
AirSep® VisionAire™ 2	AS096-8
AirSep® VisionAire™ 5	AS098-1
AirSep® VisionAire™ 5 w/O ₂ Monitor	AS098-4
AirSep® NewLife® Elite	AS005-1
AirSep® NewLife® Elite w/O ₂ Monitor	AS005-4
AirSep® NewLife® Intensity 8L	AS094-100
AirSep® NewLife® Intensity 8L w/O ₂ Monitor	AS094-101
AirSep® NewLife® Intensity 8L Dual Flow	AS094-1
AirSep® NewLife® Intensity 8L Dual Flow w/O ₂ Monitor	AS094-4
AirSep® NewLife® Intensity 10L	AS099-100
AirSep® NewLife® Intensity 10L w/O ₂ Monitor	AS099-101
AirSep® NewLife® Intensity 10L Dual Flow	AS099-1
AirSep® NewLife® Intensity 10L Dual Flow w/O ₂ Monitor	AS099-4

Refurbished Concentrators	Item Number
SeQual® Eclipse® 5 RE-MFG	6900C-SEQ
SeQual® Eclipse® 3 RE-MFG	5900C-SEQ
AirSep® Focus™, RE-MFG	AS078-1CU
AirSep® FreeStyle® 3, RE-MFG	AS095-1CU
AirSep® FreeStyle® 5, RE-MFG	AS077-1CU
CAIRE® Companion 5™ Re-MFG	15067013R
CAIRE® Companion 5™ w/O ₂ Monitor RE-MFG	15067005R
AirSep® VisionAire™ 5L RE-MFG	AS098-1U
AirSep® VisionAire™ 5L w/O ₂ Monitor RE-MFG	AS098-4U
AirSep® NewLife® Elite RE-MFG	AS005-1U
AirSep® NewLife® Elite w/O ₂ Monitor RE-MFG	AS005-4U
AirSep® NewLife® Intensity RE-MFG	AS094-100U
AirSep® NewLife® Intensity w/O ₂ Monitor RE-MFG	AS094-101U
AirSep® NewLife® Intensity Dual Flow RE-MFG	AS094-1U
AirSep® NewLife® Intensity Dual Flow w/O ₂ Moniootr RE-MFG	AS094-4U
AirSep® NewLife® Intensity 10 RE-MFG	AS099-100U
AirSep® NewLife® Intensity 10 w/O ₂ Monitor RE-MFG	AS099-101U