

WARRANTY

LIMITED WARRANTY AND DISCLAIMER ("Limited Warranty")

NOTE: This Limited Warranty provides specific legal rights. The Purchaser may also have other rights which vary from state to state or country to country and in some cases, due to applicable laws, certain limitations or exclusions of this Limited Warranty may not apply.

Inova Labs, Inc. ("Inova Labs") warrants solely to the first purchaser from Inova Labs or its authorized distributor ("Purchaser") that each new portable unit (or any combination thereof) excluding the Sieve Bed, Accessories, and Batteries (such new units excluding the Sieve Bed, Accessories, and Batteries hereinafter referred to as "Product") shall be free from defects of design, materials, and workmanship under normal use, operation and service for three (3) years from the date of purchase (meaning the date of purchase as evidenced by the sales receipt from Inova Labs or its authorized distributor, hereafter referred to as the "Date of Purchase"). The Sieve Bed is warranted to Purchaser be free of defects of design, materials, and workmanship under normal use, operation and service, for one (1) year from the Date of Purchase for Sieve Beds on portable oxygen concentrators ("POC"). Accessories and Batteries are warranted to Purchaser solely to be free of defects, for one (1) year from the Date of Purchase for Accessories and Batteries. Refer to the table below for a detailed description of the relevant timeframes under this Limited Warranty. Product components (which include the Outer Shell, Control Panel, Compressors, Computer Controller & Power Boards, and PSA Lung Assembly), Sieve Beds, Accessories, and Batteries are collectively referred to as "Items."

| ITEM | LENGTH OF COVERAGE |
|------------------------------------|--------------------|
| Outer Shell (POC Housing) | 3 Years |
| Control Panel (POC Keypad) | 3 Years |
| Compressors | 3 Years |
| Computer Controller & Power Boards | 3 Years |
| PSA Lung Assembly | 3 Years |
| Sieve Bed | 1 Year |
| Battery – Internal | 1 Year |
| Battery – External/Supplemental | 1 Year |
| Accessories | 1 Year |

The Limited Warranty extends only to the Purchaser and is not transferable unless otherwise expressly agreed to in writing by Inova Labs.

Inova Labs' oxygen concentrators produce enriched oxygen gas which accelerates combustion. **DO NOT ALLOW SMOKING OR OPEN FLAMES** within ten (10) feet (three (3) meters) of these devices while in use. A user's **SMOKING** of any kind (including cigarette, cigar, and pipe) while using Product, and evidence that a user has smoked while using the Product, will void all warranties with respect to that Product and related Items.

An extended warranty on the Product is available at a maximum of two (2) additional years and must be purchased at the time of the original Date of Purchase. An extended warranty on the Product covers the same Product components as the limited three (3) year warranty (refer to chart above), and is added on to the original warranty which runs from the Date of Purchase. The timeframe for Sieve Bed replacement remains at one (1) year for POCs while Batteries and Accessories remain at one (1) year. Extended warranties are offered to the original Purchaser only and are non-transferrable unless otherwise expressly agreed to in writing by Inova Labs.

The Limited Warranty excludes from coverage any damage, failure, or malfunction caused by or related to:

- a. Abuse, misuse, negligence or accident;
- b. Failure to comply with instructions contained in the Operator's Manual;
- c. Alteration, tampering, or modification by someone other than an authorized Inova Labs representative;
- d. Unauthorized repairs or alterations;
- e. Environmental conditions (including but not limited to water, flame, chemicals, fumes in the Atmosphere, extreme heat or cold, food or liquid, sand, dirt or the like);
- f. Lack of regular, preventive maintenance and cleaning;
- g. Damage in shipment to Inova Labs;
- h. Other acts beyond the reasonable control of Inova Labs; and
- i. Any damage caused by improper packaging when returning Items to Inova Labs.

Warranty Service and Coverage

PURCHASER'S EXCLUSIVE REMEDY AND INOVA LABS' SOLE OBLIGATION HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE ITEM OR REFUND OF THE APPLICABLE PURCHASE PRICE, AT INOVA LABS' OPTION.

Inova Lab's warranty obligations hereunder are conditioned upon Purchaser's compliance with the warranty procedures set forth herein. If an Item fails

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continued

to conform to the Limited Warranty set forth herein, Purchaser must give prompt written notice to Inova Labs (with such notice in no event beyond the applicable warranty period), at which time Inova Labs or its authorized distributor will issue a Return Material Authorization ("RMA") number. All Items claimed to be defective within the warranty period shall be properly packaged and shipped on a prepaid basis to Inova Labs (USA sales) or its authorized distributor at Purchaser's expense. The exterior of the shipping container must clearly display the RMA number which properly identifies returned Items and the Item must be packaged together with proof of Date of Purchase. Items returned without a proper RMA number and proof of the Date of Purchase shall be refused and returned to Purchaser at Purchaser's expense. All returned Items are subject to warranty confirmation by Inova Labs. Inova Labs shall pay for standard shipment back to Purchaser for repair or replacement of Items properly covered under this Limited Warranty.

When repairing or replacing the Item, Inova Labs may use functionally equivalent products or parts that are new, equivalent to new or refurbished. All parts removed in the replacement of any Item shall become the property of Inova Labs.

To the full extent permitted under applicable law, the warranty coverage will not be extended or renewed or otherwise affected due to Inova Labs' authorized repair or replacement. However, part(s) repaired or replacement Items will be warranted for the unexpired portion of the original Limited Warranty.

Disclaimer of Warranties.

NO REPRESENTATIVE OF INOVA LABS HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS EXPRESSLY STATED HEREIN. NO AGREEMENT VARYING OR EXTENDING THIS LIMITED WARRANTY SHALL BE BINDING UPON INOVA LABS UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF INOVA LABS. THIS LIMITED WARRANTY IS EXCLUSIVE AND GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW INOVA LABS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL INOVA LABS HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE AND LOST REVENUE, REGARDLESS OF THE

FORM OF THE CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING TO INOVA LABS' ITEMS, MATERIALS AND/OR SERVICES, AND EVEN IF INOVA LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INOVA LABS' LIABILITY HEREUNDER OR RELATING HERETO SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE ITEMS, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. PURCHASER AGREES AND ACKNOWLEDGES THAT THE ITEMS ARE OF A SIZE, DESIGN AND CAPACITY SELECTED BY ITS MEDICAL PROVIDER.

Basis of Bargain

PURCHASER ACCEPTS THESE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED HEREIN AS PART OF A BARGAIN WITH RESPECT TO THE PRICING OF THE ITEMS AND UNDERSTANDS THAT THE PRICING WOULD LIKELY BE HIGHER IF INOVA LABS WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED HEREIN. ALL OF THE LIMITATIONS AND DISCLAIMERS SET FORTH HEREIN SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Governing Law and Jurisdiction

The rights and obligations of the parties pursuant to this Limited Warranty and any dispute arising hereunder shall be governed by and interpreted in accordance with the internal (but not the conflicts) laws of the State of Texas, USA. The 1980 U.N. Convention on Contracts for the International Sale of Goods shall not apply. If any provision of this Limited Warranty is inconsistent with applicable laws relating to Purchaser, Purchaser agrees to waive any and all rights and remedies it may have under such laws to the extent it may waive such rights and remedies. This Limited Warranty is offered as an additional benefit to Purchaser's statutory rights and it does not affect such statutory rights in any way. The parties agree and consent that the state or federal courts in Texas shall have exclusive jurisdiction with respect to any dispute arising out of or relating to this Limited Warranty. If any provision of this Limited Warranty is held to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Limited Warranty will otherwise remain in full force and effect and enforceable. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.

Technical Support

Inova Labs' Customer Care Team can be reached Monday-Friday, 8:00AM-5:00PM CST at 1.512.617.1700.