

## Terms and Conditions~

The WeOxy Health Warranty Program provides additional terms and conditions for the warranty as stated in the product manual.

Replacement of Unit: The WeOxy Q6 Portable Oxygen Concentrator and warranties cover the replacement of the unit during the initial warranty period of 36 months. The WeOxy Q6 PRO Portable Oxygen Concentrator and warranties cover the replacement of the unit during the initial warranty period of 60 months.

Initial Purchaser of Unit: This warranty applies to the original purchaser of the unit. The original purchaser of the unit must request any warranty replacement under the terms of this agreement. This warranty does not apply to any product which is not purchased new.

Term of Warranty: The warranty term is 36 months for the Q6 from the date of shipment. Replacement units will maintain the balance of the 36-month period. The warranty term is 60 months for the Q6 PRO from the date of shipment. Replacement units will maintain the balance of the 60-month period.

Example:

1. Unit A is shipped to customer on January 1, 2025
2. Unit A is sent for warranty replacement on June 30, 2025
3. Unit B is sent as a warranty replacement for Unit A
4. Unit B's warranty end date is December 31, 2027 (36 months from the date of Original Shipment)

Shipping for Warranty Items: WeOxy Health will pay for the return shipping of the warranty unit provided the unit is shipped back with the RMA label within 30 days. Units shipped back after 30 days will be required to be shipped back prepaid.

WeOxy Health will also pay for the shipping of the warranty replacement unit to the Customer. Please note that warranty replacements may not be shipped to patients. WeOxy Health is not authorized to ship Prescription Items directly to patients.

Replacement unit Invoice:

An invoice will be issued to Customer for the replacement unit with Net 30 terms upon shipment of the replacement unit. In the event terms are not available due to Customer's account being assigned Prepay terms, the warranty unit must be received and inspected by WeOxy Health prior to WeOxy Health providing a replacement, or payment must be provided prior to the replacement unit being shipped.

Upon receipt of the unit by WeOxy Health, the unit will be inspected. If the unit is deemed to be in working order or damaged due to customer neglect, Customer understands and agrees that the replacement unit sent will be considered a purchased replacement.

Return of Non-Qualified Units: Upon receipt of the unit by WeOxy Health, the unit will be inspected. If the unit is deemed damaged due to customer neglect, Customer understands and agrees that the replacement unit sent will be considered a purchased replacement. Customer understands and agrees that the invoice for the replacement unit is valid and due under Net 30 day terms from date of invoice. The returned unit(s) and accessories become the sole property of WeOxy Health. At WeOxy Health's sole discretion, the damaged unit may be returned to the Customer at the Customer's cost.

Return of Items in Working Order: Customer agrees to inspect all units before returning units to WeOxy Health for replacement. Customer understands and agrees that the replacement unit sent will be considered a purchased replacement. Customer understands and agrees that the invoice is valid and due under Net 30 day terms from date of invoice. Units that are returned to WeOxy Health that are found to be in good working order may be returned to Customer at Customer's cost. Customers who consistently return units in good working order may be barred from participating in this advanced exchange program. Removal from the program is at the sole discretion of WeOxy Health. Should Customer decline to have a unit returned to them at their cost, units that are returned to WeOxy Health that are found to be in good working order become the sole property of WeOxy Health.

In the event that the issue is deemed to be expired or faulty sieve beds, WeOxy Health will replace the sieve beds and return the unit to the Customer. The Customer will be invoiced for the cost of shipping, plus a \$50 service charge. If the sieve beds are outside of the sieve bed warranty period (2 years from date of original invoice), the customer will be invoiced for the sieve beds at full price, in addition to the shipping a service charge. Customer understands and agrees that the invoice is valid and due under Net 30 day terms from date of invoice.

If unit is found to be in good working order, Customer understands and agrees that the replacement unit sent will be considered a PO for a new unit and will be subject to any restocking or cancellation fees if returned.

Accounts in Good Standing: To process a warranty replacement under the WeOxy Health Warranty program, accounts must be in good standing. WeOxy Health reserves the right to refuse warranty replacements for accounts that are not in good standing

Manufacturer's Limited Warranty: All Units will be inspected upon receipt into WeOxy Health's warehouse. This warranty does not cover damage or injury whether to the Unit or to personal property or persons caused by accident, misuse, abuse, negligence, failure to install in accordance with WeOxy Health's instructions, failure to operate under conditions of normal use and in accordance with the terms of the operating manual and instructions, failure to maintain in accordance with the applicable service manuals, or alteration or any defects not related to materials or workmanship of the Unit. **This**

**warranty does not cover damage which may occur in shipment. Should damage occur during shipment, please contact WeOxy Health Customer Service for assistance.**

This warranty does not apply to any product or individual part of a product that may have been repaired or altered by anyone other than WeOxy Health or an authorized WeOxy Health service center.

Neglect includes, but is not limited to:

1. Cracking of casing or LED screen on the Portable Oxygen Concentrators
2. Cracking on the Shell of the Portable Oxygen Concentrator
3. Internal damage due to dropping the device
4. Water ingress
5. Smoke Damage (Tobacco, other smoke damage)
6. Damage due to failure to replace the filters as per manufacturer's instructions on the Portable Oxygen Concentrators.

Sieve beds, batteries and accessories are not covered under this warranty.

Return of Equipment: The warranty requires the return of all items originally shipped with the unit. This includes:

1. Concentrator Unit\_(Q6, Q6 PRO)
2. AC adapter and Cable
3. DC Adapter and Cable
4. Battery
5. Case

Failure to return all of the designated accessories will result in a reduced credit for the device.

Other Terms and Conditions:

Further damage compensation claims of any kind, particularly owing to breach of obligations and unpermitted handling, as well as claims on repayment of expenses paid in vain, are not included in the warranty; the same shall apply to claims on repayments of consequential harm caused by a defect. Any further claims are excluded in this warranty. The aforementioned limitations do not apply to claims on damages from harm to life, body, or health or attributable to intent or gross negligence, or the product liability law.

WeOxy Health reserves the right to change or modify this policy at any time.

Customer agrees to the terms and conditions of the WeOxy Health Advanced Warranty Program.