

LIMITED WARRANTY

ON₂ Solutions designs, manufactures, supplies and installs equipment to high standards. Our warranty demonstrates our belief in these standards. The Oxygen Concentrator System will perform in conformity with its description when installed, operated and maintained in accordance with the instructions provided.

ON₂'s limited warranty covers material and labour, subject strictly to defects in material or workmanship of the Oxygen Concentrator for one (1) full year. The warranty period begins at completion of system installation by ON₂ or within 90 days of shipment date, whichever date occurs earlier. Travel/Living expenses and/or shipping costs are charged to the customer at ON₂'s then current rates.

Ancillary equipment not manufactured by ON₂, such as air compressors, vacuum pumps, oxygen analyzers, etc. bears the warranty of the original equipment manufacturer (Please refer to ON₂'s manual for applicable appendices).

Proper and regular maintenance of the ON₂ Concentrator System and ancillary equipment as described in the respective Operator's Manuals, must be strictly adhered to in order to ensure warranty coverage. ON₂ supplied parts must be used to achieve expected performance and efficient operation. Permission to return parts for warranty replacement or repair must be obtained from ON₂. All returns must be prepaid to ON₂'s facility. If product or part is found to be defective, it will be repaired or replaced on a no-charge basis and returned to the customer, FOB ON₂'s facility. Unauthorized attempts to repair or alter any equipment will void any warranty, expressed or implied.

Parts, which by their nature are subject to wear or natural deterioration, are warranted for 30 days. The replacement of expendable maintenance items including, but not limited to, valve diaphragms, parts kits, oil, filters, belts, etc. performed in conjunction with normal maintenance, are not covered under warranty.

ON₂ shall not be liable and shall be held harmless for any damage or claims resulting from improper use, maintenance, or alteration of the equipment by persons other than ON₂ personnel. ON₂'s obligation under this 12-month limited warranty is strictly limited to repair or replacement of the defective part, at ON₂'s option, without any liability or responsibility whatsoever for consequential damages of any kind.

The warranty shall be deemed void if the equipment is used in any way outside of the operational parameters listed in the Operations Manual. This includes but is not limited to: the manual changing of any parameters in the HMI other than by ON₂ factory trained technicians, operating the equipment outside of the temperature range specified in the Operations Manual, the use of non-ON₂ authorized or supplied parts.



USER RESPONSIBILITY

Use: Only staff that have been properly trained by ON2 are allowed to maintain the equipment. The equipment should be used in strict compliance with the instruction manual.

Maintenance and inspections: Failure to attend to regular maintenance and inspections will void this warranty. Maintenance on the concentrator and ancillary equipment must be performed regularly in strict compliance with the respective Operator's Manuals. All maintenance procedures followed should be recorded in detail as to what was replaced or serviced, date of maintenance performed and by whom the maintenance was performed. Unauthorized attempts to repair or alter any equipment will void any warranty, expressed or implied. The equipment must be checked periodically as per the respective Operator's Manuals. All inspections must be properly recorded including, details as to what was inspected, date of inspection and by whom the inspection was performed. Parts other than originally installed (3rd party parts) may not be used without ON2's express permission. Parts that are broken, missing, plainly worn, distorted or contaminated should be replaced immediately. All inspections and maintenance are to be done by an authorised ON2 service technician or the owner's staff that was properly trained by ON2. Records of maintenance and inspections should be kept on site and be provided to ON2 together with any fault report under this warranty.

Fault report: The continued use of defective equipment is prohibited and may, at the sole discretion of ON2, void this warranty. Should repair or replacement become necessary, ON2 recommends that a telephoned or written request for service be made to ON2 Solutions within 48 hours of detecting the defect. Failure to report the defect within this timeframe may void the warranty. Records of maintenance and inspections should be kept on site and a copy should be provided to ON2 together with any fault report under this warranty. Any repairs under this warranty shall be performed by ON2 representatives. The owner is responsible to provide alternative relief should a unit become inoperable. ON2 is committed to assist the owner, at the time of delivery, in developing a contingency plan should the equipment become inoperable. ON2 will attend to any repairs or replacements under this warranty in a timely fashion.

Indemnity: ON2 shall not be liable and shall be held harmless for any damage or claims resulting from improper use, maintenance, or alteration of the equipment by persons other than ON2 personnel. ON2's obligation under this 24-month warranty is strictly limited to the cost associated with the repair or replacement of the defective part, at ON2's discretion, without any liability or responsibility whatsoever for consequential damages of any kind.

Training: ON2 Will provide training for hospital technical and maintenance staff during the installation of the mine refuge chambers. This is included in the installation price already negotiated in the Sales Contract. Additional training will be provided during the annual service of the concentrators at the hospital's request. This service is not included in the Sales Contract and therefore will be subject to ON2's normal service rates. The training time will be provided at these rates as well.