

Rhythm Resolve Warranty Program

Terms and Conditions 1/1/2026

Effective for new purchases as of January 1, 2026

The Rhythm Resolve Program provides additional terms and conditions for the warranty as stated in the product manual.

Replacement of Unit: The Rhythm Resolve warranty covers replacement of the unit for the P2-S4, P2, P2-E6, and P2-E7 Portable Oxygen Concentrators, the LM5BA Stationary Oxygen Concentrator, the LM10A Stationary Oxygen Concentrator, and the TOC3 Transportable Oxygen Concentrator during the applicable warranty period.

Warranty Term:

- The P2, P2-E6, P2-E7, and LM5BA 5L Stationary Oxygen Concentrator are covered by a five-year warranty from the date of shipment.
- The P2-S4, LM10A 10L Stationary Oxygen Concentrator, and TOC3 Transportable Oxygen Concentrator are covered by a three-year warranty from the date of shipment.

Replacement units will maintain the remaining balance of the original warranty period.

Initial Purchaser of Unit: This warranty applies only to the original purchaser of the unit and applies only to products purchased new. The original purchaser must request any warranty replacement under the terms of this agreement.

Example for a P2 Portable Oxygen Concentrator:

1. 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, 2029, the same as Unit A's original warranty end date, based on the applicable warranty term from the original shipment date

Shipping for Warranty Items:

Rhythm Healthcare 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.

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

Return of Non-Qualified Units:

Units shipped to Rhythm Healthcare found to be in good working order (no defects found) or units that are damaged due to customer neglect (as outlined below) will be shipped back to the Customer and the following Service Fees will apply:

- LM5BA 5L Stationary Oxygen Concentrator: \$35.00 per unit
- LM10A 10L Stationary Oxygen Concentrator: \$35.00 per unit
- TOC3 Transportable Oxygen Concentrator: \$35.00 per unit
- P2-S4, P2, P2-E6, P2-E7 Portable Oxygen Concentrators: \$25.00 per unit

Accounts in Good Standing:

To process a warranty replacement under the Rhythm Resolve program, accounts must be in good standing. Rhythm Healthcare reserves the right to refuse warranty replacements for accounts that are not in good standing

Manufacturer's Limited Warranty:

All units will be inspected and photographed upon receipt at Rhythm Healthcare's warehouse. This warranty does not cover damage to the unit, personal property, or persons resulting from accident, misuse, abuse, negligence, improper installation, failure to operate under normal use and in accordance with the applicable operating manuals and instructions, failure to maintain the unit in accordance with applicable service manuals, unauthorized alteration, or defects not related to materials or workmanship. This warranty applies to the P2-S4, P2, P2-E6, and P2-E7 Portable Oxygen Concentrators, the LM5BA Stationary Oxygen Concentrator, the LM10A Stationary Oxygen Concentrator, and the TOC3 Transportable Oxygen Concentrator.

Damage that occurs during shipment is not covered under this warranty. Should damage occur during shipment, please contact Rhythm Healthcare Customer Service for assistance. This warranty does not apply to any product or individual part that has been repaired or altered by anyone other than Rhythm Healthcare or an authorized Rhythm Healthcare service center.

Neglect includes, but is not limited to:

1. Cracking of the casing or LED screen on Portable Oxygen Concentrators and the TOC3 Transportable Oxygen Concentrator
2. Cracking of the shell of the LM5BA and LM10A Stationary Oxygen Concentrators
3. Damage to the wheels of the LM5BA and LM10A Stationary Oxygen Concentrators
4. Internal damage resulting from dropping the device
5. Water ingress
6. Smoke damage, including tobacco or other smoke exposure
7. Damage resulting from failure to clean the pre-filter screen and replace cotton filters in accordance with manufacturer instructions for Portable Oxygen Concentrators and the TOC3 Transportable Oxygen Concentrator, or failure to clean or replace the sponge, HEPA, and bacterial filters for the LM5BA and LM10A Stationary Oxygen Concentrators

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

Return of Items in Working Order:

Customer agrees to inspect all units before returning units to Rhythm Healthcare for replacement. P2-S4, P2, P2-E6 and P2-E7 Portable Oxygen Concentrator units, LM5BA and LM10A Stationary Oxygen Concentrators, and the TOC3 Transportable Oxygen Concentrator that are returned to Rhythm Healthcare and found to be in good working order and not in need of repair will be returned to the Customer with the Service Fees charged at the rates listed above. Repeated return of units that are in working order may cause delays in processing Customer replacement units for Valid Warranty Claims.

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.

Return of Equipment:

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

1. Concentrator Unit (P2-S4, P2, P2-E6, P2-E7, LM5BA, LM10A, TOC3)
2. AC Power Cord
3. DC Power Cord (POC Only)
4. Battery (POC Only)

Failure to return all of the designated accessories will result in a reduced credit for the device. Please note, Nasal Cannulas, Humidifier Bottles, Christmas Tree Adapters and POC Carry Bags should not be returned.

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 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.

Rhythm Healthcare reserves the right to change or modify this policy at any time. Customer agrees to the terms and conditions of the Rhythm Resolve Program.