



Rhythm Resolve

Terms and Conditions 8/1/2024

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

Replacement of Unit: The P2-S4, P2, P2-E6 and P2-E7 Portable Oxygen Concentrator warranties and the LM5BA Stationary Oxygen Concentrator Warranty covers the replacement of the unit during the initial warranty period of 36 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 from the date of shipment. Replacement units will maintain the balance of the 36-month period.

Example:

1. Unit A is shipped to customer on January 1, 2023
2. Unit A is sent for warranty replacement on June 30, 2023
3. Unit B is sent as a warranty replacement for Unit A
4. Unit B's warranty end date is December 31, 2025 (36 months from the date of Original Shipment)

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

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 into Rhythm Healthcare's warehouse. This warranty does not cover damage or injury whether to the P2 or P2-E6 or to personal property or persons caused by accident, misuse, abuse, negligence, failure to install in accordance with Rhythm Healthcare'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 P2-S4, P2, P2-E6, P2 -E7 Portable Oxygen Concentrators and the LM5BA Stationary Oxygen Concentrator.. **This warranty does not cover damage which may occur in shipment.**

Should damage occur during shipment, please contact Rhythm Healthcare 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 Rhythm Healthcare or an authorized Rhythm Healthcare 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 LM5BA Stationary Oxygen Concentrator
3. Damage to the wheels of the LM5BA Stationary Oxygen Concentrator
4. Internal damage due to dropping the device
5. Water ingress
6. Smoke Damage (Tobacco, other smoke damage)
7. Damage due to failure to clean the pre-filter screen and replacement of the cotton filters as per manufacturer's instructions on the Portable Oxygen Concentrators and the Sponge, HEPA and Bacterial Filter on the LM5BA Stationary Oxygen Concentrator.

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 and LM5BA Stationary Oxygen Concentrators that are returned to Rhythm Healthcare that are 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)
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 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.

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.