



OXYGEN GENERATOR  
LIMITED WARRANTY  
(12 Months)

ProO2 LLC, A warrants to the original dealer-purchaser of a ProO2 LLC Oxygen Generator that it shall: 1) Conform to ProO2's specifications, subject to ANSI tolerances, at the time of manufacture and 2) be free of defects in material and workmanship for a period of twelve (12) months from the invoice date.

To make claim under this warranty, the Purchaser must: 1) Give ProO2 LLC. written notice of the breach of warranty, within ten (10) days after discovery of such breach; 2) immediately upon discovery of the claimed breach, discontinue all use of the concentrator; and 3) upon the request of ProO2 LLC, return the concentrator or the applicable component part, freight prepaid, to ProO2 LLC's plant of manufacture or such other location as designated by ProO2 LLC. If it is determined by ProO2 LLC. that the concentrator or the applicable component is in breach of warranty, ProO2 LLC at its option, will repair or replace it without charge.

The cost of returning the concentrator or component part to the Purchaser after repair or replacement will be paid by ProO2 LLC. If, however, any concentrator or component part returned by the Purchaser because of an alleged breach of warranty is found by ProO2 LLC not to be in breach of warranty, then the concentrator or component part will be returned to the Purchaser, shipping charges collect, and the Purchaser agrees to pay a service charge to ProO2 LLC to cover the cost of handling and testing the concentrator or component part. Dealer labor costs for removal and replacement of parts under warranty are not covered and are the responsibility of the dealer.

This warranty is void if the generator or any component part thereof has been damaged by accident, abuse, misuse, neglect, alteration, improper service, repair by other than authorized personnel or other causes not arising out of defects in material or workmanship. Wear of components in normal operation, and failures resulting therefrom, as determined by ProO2 LLC, are excluded from this warranty.

This warranty is not assignable by the Purchaser.

ProO2 LLC MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONCENTRATOR OR ITS COMPONENT PARTS AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED BY ProO2 LLC.. ProO2 LLC's non-exclusive liability with respect to the concentrator shall be to repair or replace (at ProO2's sole option) the concentrator or any of its component parts that prove to be defective in materials or workmanship during the warranty period. Normal maintenance required during the warranty period is not included in this warranty. No claim of any kind whatsoever against ProO2 LLC with respect to the concentrator or its component parts whether or not based in contract, warranty, negligence, strict liability in tort, or any other theory of law, shall be greater in amount than the purchase price of the concentrator. Without limiting the generality of any of the foregoing, ProO2 LLC shall in no event be liable for any special, indirect, incidental, or consequential damages.