

Two Year Extended Service Warranty Agreement

This Agreement is between Quality Medical (the “Seller”) and You (the “Customer”) and is effective as of the date that Customer check’s the ‘Accept’ box on the website and otherwise undertakes actions to initiate payment for purchase of the product or services offered. Customer promises to pay Seller to warrant the proper function and performance of Customer’s qualifying oxygen portable concentrator device (the “Device”), and Seller promises to perform repairs during the Warranty Period (hereinafter defined) on Customer’s Device, for and in consideration of the payment reserved hereunder and the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged in accord with the following terms and conditions:

Other Oxygen Sources

Seller strongly suggests that Customer arrange for other equipment to use as a backup to any Device customer uses on a regular basis. In the absence of Customer’s Device during repairs, Customer will be solely responsible for obtaining the necessary oxygen from a source other than the warranted device. Seller is not responsible for delays which result in Customer being without its Device.

Payment of Charges and Device Covered

Customer agrees to pay Seller a one-time fee in the amount indicated at the time of check out on the website (www.QualityMedicalSouth.com) for the extended Warranty for Customer’s Device. Upon accepting the terms of this Agreement and paying the sum agreed Seller shall furnish to Customer an Extended Warranty Certificate (the “Certificate”) bearing the Device’s manufacturer, Model Number and Serial Number for the Device which is covered by the Warranty (the “Covered Device”).

Warranty Period

The extended warranty period covers the Covered Device for a period of Twenty Four (24) months from the date Device is shipped from Seller after the last repair.

Refund Policy

In the event that Customer wishes to cancel this Extended Warranty Contract, and said notice of cancellation is received within three (3) days of entering into this Agreement, and prior to the performance of any Services hereunder, Seller, Quality Medical, will refund the original amount paid for the Extended Warranty Contract to the Customer.

Repairs

Seller shall only service the Covered Device as identified by the Serial Number provided by Customer at the onset of this Agreement. All repairs will be performed in a timely manner with quality workmanship and restore the Device to a performance standard which falls within the operational guidelines identified by the manufacturer. In the event that the device fails to operate properly, Customer agrees to ship the Device to Seller, and Seller agrees to provide to Customer, hardware maintenance services (“Services”) to restore Customer’s Device to operational standards established by the Device Manufacturer, at no additional charge outside of shipping and handling. Seller agrees to provide Services based on the specific performance standard needs of individual Device hardware items as determined by Seller. Services shall be both preventative and remedial

and shall include adjustments, cleaning, lubrication, and replacement of parts when deemed necessary by Seller. Replacement parts shall be furnished on an exchange basis when installed by Seller and shall be new or equivalent to new in performance. Replaced parts shall become the property of Seller. The performance of Services is contingent upon Customer's proper use of the Device in accordance with the manufacturer's published specifications.

Extended Warranty Repair Exclusions

"Services" do not include any of the following, however, Seller may, at its option, agree to perform any of the following at its then applicable service charge: (a) Electrical work external to the Device; (b) The maintenance of accessories, attachments, or other devices; (c) Service necessitated by supply items; (d) Service that is unsafe or impractical for Seller to render because of alterations in the Device; (e) Service on Hardware that Seller determines has been located in an unsafe or hazardous environment; (f) Service necessitated by elements external to the Hardware that are not within Seller's specifications including, but not limited to, heat, power supply, exposure to liquids, or infestation by rodents or insects; (g) Service necessitated by accident, neglect, alterations, improper use, or misuse of the Hardware; and (h) Service necessitated by repairs attempted by persons other than Seller's personnel.

Services Outside of Warranty

In the event that Customer presents a Device other than the one covered by this Warranty or outside the applicable Warranty Period, then Customer shall be responsible for all applicable charges for Services. If other than a covered device then regardless of the date of presentment, charges will be applicable. If the Device is the device subject to this Agreement, then charges shall commence on the first day following the expiration of the warranty on the Device. All charges for Services will be invoiced in advance and will include the cost of the Services rendered and the costs of shipping the Device back to the Customer. In the event that additional charges are necessary as a result of a repair necessitated by a cause which falls under a Repair Exclusion (as defined herein below), Customer will pay in advance of the repair being performed, or pay to have the Device shipped back unrepaired. Failure of Customer to pay any charges when due shall constitute sufficient cause for Quality Medical to suspend or terminate Services under this Agreement and hold onto any equipment pending final payment in verifiable funds. Customer hereby grants Seller a security interest in the equipment or Device then in the possession of Seller to secure Customer's full payment.

Home Office Approval

If upon delivery of any Device to Seller, subsequent to execution of this Agreement, Seller shall have the right to cancel this Agreement and deny any repair request for said Device by shipping the Device back to the Customer and refunding Customer its fees less the return shipping and handling charge of \$30.00.

Remanufactured Components

Hardware furnished by Seller under this Agreement may contain remanufactured sub-assemblies or parts that have been cleaned, refinished, inspected, and tested to meet operational standards. Any such hardware components shall be equivalent to new in performance, shall meet or exceed the performance specifications in use by the device manufacturer, and shall be subject to the limited warranties contained in this Agreement.

Shipping Policy

Customer is responsible for the costs of shipping the device to and from the Seller's repair center. Under normal circumstances devices will be serviced and provided to carrier for shipping to the Customer within two (2) weeks from the date Seller receives delivery of Customer's device. If the Seller opts for Expedited Service (additional charges may apply) then if the device is received by Seller prior to Noon on the day of delivery, the device will be repaired and shipped within 4 business days thereafter, but if received after noon on the date of delivery to Seller, then the device will be repaired and shipped within five (5) business days thereafter. Business days shall not include Saturday or Sunday or holidays nationally recognized within the United States of America. Seller shall not be responsible for delays due to supply restrictions, shipping strikes, catastrophes or other force majeure causes. Seller utilizes the following carriers for delivery: U.S. Postal Service (USPS), United Parcel Service (UPS) and/or Fedex. Seller shall not deliver any equipment or device to post office boxes. Seller charges a flat rate of Thirty and No/100 Dollars (\$30.00) for shipping and handling, per Device, to ship back to the Customer. At the time of delivery, Customer shall sign for the receipt of any Device being shipped back to Customer.

Warranty Service Exclusions

Under no circumstance will Seller be responsible for any kind of warranty service on a device that has been damaged as a result of physical damage to the device due to impact, damage caused by smoke, heat, insect infestation, or liquid intrusion. In the event that a purported warranty service is determined to be required as a result of warranty service exclusion identified above, then the Customer shall be informed of the findings of the Seller and given the option of paying for the repair or having the device shipped back unrepaired at a cost to customer of \$30.00.

Warranty Conditions

THE FOREGOING WARRANTIES ARE CONTINGENT UPON THE PROPER USE OF THE DEVICE IN ACCORDANCE WITH THE INSTRUCTIONS AND SPECIFICATIONS PUBLISHED BY THE MANUFACTURER AND MAY NOT APPLY TO ANY HARDWARE THAT HAS BEEN REPAIRED OR MODIFIED BY PERSONS OTHER THAN THE SELLER *or* MANUFACTURER.

Warranty Disclaimer

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Remedies

Customer agrees that the sole remedies for the breach of any warranties contained in this Agreement and the sole remedies for Seller's liability of any kind with respect to the Device or Equipment serviced hereunder or Services provided pursuant to this Agreement shall be limited to the remedies provided in this Agreement. Customer further agrees that in no event shall Seller's liability to Customer for damages of any nature exceed the total charges paid or payable to Seller for Services provided hereunder.

Liquidated Damages

CUSTOMER AGREES TO THAT IN THE EVENT OF ANY CLAIM SELLER HAS ARISING OUT OF SERVICES PROVIDED HEREUNDER BY SELLER TO OR FOR CUSTOMER SHALL BE LIMITED TO A LIQUIDATED DAMAGES TOTAL EQUAL TO THE VALUE OF THE PAYMENTS MADE FROM CUSTOMER UNDER THIS AGREEMENT TO SELLER.

Consequential Damages

CUSTOMER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF USE, PROFIT, REVENUE, OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Risk of Loss

Seller shall have the risk of loss from the time that device is delivered to Seller and shall pass back to the Customer at the time the device is delivered to a courier service for delivery to Customer.

Notices

Unless otherwise provided in this Agreement, or in writing hereinafter at any time, any notice required or permitted by this Agreement to either party shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, registered, or certified mail, postage prepaid to Customer at Customer's address as provided to Seller or if to Seller then to Seller at 7381 114th Avenue, Largo, FL 33773. Customer agrees to be added to Seller's permanent customer database and be included in periodic mail, phone, and e-mail communications, until and unless Customer communicates in writing its desire to be removed from said list. To the extent that Customer's telephone number is registered on any 'do-not-call' or similar registry, said registration is waived as it relates to communications from Seller. Customer agrees to receive automated telephone and/or mobile phone calls and/or text sms or mms messages from Seller on any phone number provided by Customer, and Customer shall solely be responsible for any carrier charges for said communications.

Miscellaneous

Customer shall not assign this Agreement or its rights under this Agreement without the prior written consent of Seller. Any attempt to make an assignment without Seller's consent shall be void. Customer and Seller agree that this Agreement shall be modified only by a written agreement duly executed by persons authorized to execute agreements on behalf of Customer and Seller. The parties further agree that the terms, conditions, and prices contained in this Agreement shall prevail notwithstanding any variations or additional terms on any orders or other notifications submitted by Customer. Customer and Seller agree that no failure to exercise and no delay in exercising any right, power, or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement. If any part of this Agreement shall be adjudged invalid by any court of competent jurisdiction, that judgment shall not affect or nullify the remainder of this Agreement and its effect shall be confined to the part immediately involved in the controversy adjudged. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of Florida, County of Pinellas. The Courts of Pinellas County, Florida shall have exclusive jurisdiction over any claim arising out of this Agreement.

Seller and Customer both waive any objection to the forum being Pinellas County, Florida, and submit to personal jurisdiction in the State Courts of Florida, County of Pinellas. Customer acknowledges and agrees that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and that this Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement. In the event of any conflict between this Agreement and the terms and conditions of any purchase order or similar document pursuant to which Customer entered into this Agreement, the terms and conditions of this Agreement shall control. Customer agrees to receiving notifications in electronic form and to this Agreement being in electronic format with Customer's marking or checking the 'Accept' button as having the same effect as having hand written Customer's signature on this Agreement.

Privacy and Security Policy

We respect and are committed to protecting your privacy. We may collect personally identifiable information when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will not sell your personally identifiable information to anyone. We incorporate industry standard protocols to ensure the safety of your payment and personal information. Notwithstanding the foregoing, Seller shall not be held responsible for the loss or compromise of your personal information or payment data except where such loss shall arise out of Seller's gross negligence. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all your personal information, including credit card number, name, and address, so that it cannot be read over the internet.