

LIMITED WARRANTY STATEMENT
(36 Months)

Nidek Medical Products, Inc. warrants to the original dealer-purchaser of a **Nidek Medical Oxygen Concentrator (models Nuvo, Nuvo Lite, Nuvo Lite 3, Nuvo 8 or Nuvo 10)** that it shall: 1) Conform to Nidek Medical'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 thirty-six (36) months from the invoice date.

To make claim under this warranty, the Purchaser must: 1) Give Nidek Medical 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 Nidek Medical, return the concentrator or the applicable component part, freight prepaid, to Nidek Medical's plant of manufacture or such other location as designated by Nidek Medical. If it is determined by Nidek Medical that the concentrator or the applicable component is in breach of warranty, Nidek Medical, 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 Nidek Medical. If, however, any concentrator or component part returned by the Purchaser because of an alleged breach of warranty is found by Nidek Medical 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 Nidek Medical 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 concentrator 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 Nidek Medical, are excluded from this warranty.

This warranty is not assignable by the Purchaser.

NIDEK MEDICAL 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 NIDEK MEDICAL. Nidek Medical's non-exclusive liability with respect to the concentrator shall be to repair or replace (at Nidek Medical'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 Nidek Medical 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, Nidek Medical shall in no event be liable for any special, indirect, incidental, or consequential damages.