



LIMITED WARRANTY STATEMENT

Belluscura LLC ("Belluscura") warrants that each new oxygen concentrator product ("Product"), and associated accessories and replacement parts, in each case purchased from Belluscura or its authorized distributor (the "Seller"), shall be free from defects in materials and workmanship under normal use and service and when properly maintained for the periods shown from the date of shipment to the original purchaser ("Purchaser"), except as provided below:

Product	Warranty Period
Oxygen Concentrator	
- X-PLO2R POC	Three (3) Years from Original Shipment date
Oxygen Concentrator Accessories and Parts	
- Lithium battery, carry bag, backpack, power supplies, and power cords	One (1) Year from Original Shipment date
- Sieve Bed	Six (6) Months from Original Shipment date
- Filters	No Warranty

LIMITED CUSTOMER WARRANTY

Limited Customer Warranty. Belluscura warrants to each Purchaser that each Product will be free from defects in materials and workmanship under normal use and service (the "Limited Customer Warranty") for the time period set out in the warranty statement accompanying such Product (the "Warranty Period"). The Warranty Period for a Product will begin on the day Belluscura ships the Product to Purchaser (the "Shipment Date"). THE LIMITED CUSTOMER WARRANTY DOES NOT COVER ANY DAMAGE OR DEFECT CAUSED BY OR RESULTING FROM TRANSPORTATION, STORAGE, IMPROPER USE, ANY FAILURE TO FOLLOW BELLUSCURA'S PRODUCT INSTRUCTIONS, NORMAL WEAR AND TEAR, ACCIDENTS, OR UNAUTHORIZED REPAIRS OR ALTERATIONS. The Limited Customer Warranty will only apply if (i) Distributor or the applicable Customer notifies Belluscura in writing of the defective Product promptly after the discovery of the defect, and (ii) Distributor or the applicable Customer returns the defective Product within the Warranty Period to Belluscura accompanied by with a statement detailing the defect.

Exclusive Remedy. Belluscura's sole liability and a Customer's sole and exclusive remedy for any breach of the Limited Customer Warranty will be, at Belluscura's option, to repair or replace the defective Product.

Disclaimer. BELLUSCURA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES), OR STATUTORY, REGARDING THE PRODUCTS OTHER THAN THE LIMITED CUSTOMER WARRANTY IN. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS. THE REMEDIES SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AVAILABLE TO ANY CUSTOMER FOR BREACH OF THE LIMITED CUSTOMER WARRANTY. BELLUSCURA EXPRESSLY EXCLUDES LIABILITY FOR LOST PROFITS, CONSEQUENTIAL DAMAGES, TORT DAMAGES, STRICT LIABILITY DAMAGES, AND LIQUIDATED DAMAGES IN CONNECTION WITH ANY BREACH OF THE LIMITED CUSTOMER WARRANTY.

Repairs or Replacements beyond Warranty. A Customer must contact Belluscura for instructions and assistance if it wishes to return any Product for repair or replacement that is not covered under the Limited Customer Warranty. Such Customer must ship such Product to a designated repair facility at such Customer's expense, and such Customer will be responsible for standard repair charges.

Nontransferable. The warranties hereunder are granted by Belluscura only to the original Purchaser of the Products and are nontransferable. Purchaser's original purchase receipt for the Products and proof of identity are required for the limited warranties hereunder to be effective. For the limited warranty set forth herein to be effective, Purchaser shall inspect each Product within Forty-eight (48) hours of delivery and before such Product is put to use.

Return Merchandise Authorization (RMA). If Product does not meet the limited warranty herein within the first ninety (90) days of the Original Shipment Date for the Product ("Ninety Day Period"), Purchaser shall contact the Seller to obtain an RMA number. Purchaser shall receive a replacement Product (which solely at Seller's discretion will be a new Product or a repaired Product built to a new specification) in advance of return of the failed Product. Belluscura will cover the shipping cost of the replacement Product to the Purchaser as well as return shipment of the failed Product to Belluscura.

Purchaser will not be charged for the replacement Product provided Purchaser returns the failed Product in accordance with Seller's instructions within ten (10) business days and Belluscura determines that such Product is covered by the limited warranty hereunder. If failed Product is not returned in accordance with Seller's instructions within ten (10) business days from issuance of the RMA or Belluscura determines that the Product is not covered by the limited warranty hereunder, Belluscura will invoice Purchaser for the list price of the replacement Product due and payable by Purchaser upon receipt. For Product that does not meet the limited warranty herein after the Ninety Day Period, Purchaser shall contact the Seller for an RMA number and return Product in accordance with Seller's instructions, at Purchaser's risk and expense. Belluscura shall examine the Product and, if the Product is covered by the limited warranty hereunder, repair or replace the Product within a reasonable time, returning the Product to Purchaser at Purchaser's risk and expense.

Disputes. Except as provided otherwise herein, all disputes between the parties hereto shall be determined solely and exclusively by arbitration under, and in accordance with the rules then in effect of, the American Arbitration Association, or any successors thereto ("AAA"), in Collin County, Texas, unless the parties otherwise agree in writing. The parties shall jointly select an arbitrator. In the event the parties fail to agree upon an arbitrator within ten (10) days, then Belluscura shall select an arbitrator and Purchaser shall select an arbitrator and such arbitrators shall then select a third arbitrator to serve as the sole arbitrator, provided that if either Belluscura or Purchaser, in such event, fails to select an arbitrator within seven (7) days, such arbitrator shall be selected by the AAA upon application of either Belluscura or Purchaser. Judgment upon the award of the agreed upon arbitrator or the so chosen third arbitrator, as the case may be, shall be binding and shall be entered into by a court of competent jurisdiction.