

LIMITED WARRANTY

Respironics, Inc. ("Respironics") warrants the EverGo Portable Oxygen Concentrator System (the "Product") as set forth in the following paragraphs.

Limited Warranty

Respironics warrants that the Product, except as otherwise stated herein, is free from defects in materials and workmanship under normal and proper use and when correctly maintained in accordance with applicable instructions, for a period of two (2) years from the date of shipment by Respironics (the "Warranty Period").

Products Not Under Warranty

Accessories and replacement parts, including, but not limited to, filters and fuses, are not covered under this warranty. However, Respironics warrants that the battery in the Product will be free from defects in material and workmanship, under normal and proper use and when correctly maintained in accordance with applicable instructions, for a period of 90 days from the date of shipment by Respironics to the original purchaser. This warranty does not apply to batteries that are dropped, misused, altered or otherwise damaged after they are shipped.

Limitations

If any Product purchased from Respironics fails to conform to the warranties set forth herein during the Warranty Period, as determined by Respironics in its sole discretion, Respironics may discharge its warranty obligation by repairing or replacing the Product, in Respironics' sole discretion. This may be accomplished by installing new or remanufactured assemblies or components, or by other repairs deemed appropriate in the sole discretion of Respironics. The choice of repair or replacement by Respironics shall be the sole and exclusive remedy of the original purchaser. Respironics reserves the right, in its sole discretion, to refund the purchase price in lieu of repair or replacement of the Product. In no event shall Respironics' maximum liability under these warranties exceed the price paid to Respironics by the original purchaser for the Product.

Conditions

This warranty does not cover damage or injury whether to the Product or to personal property or persons caused by accident, misuse, abuse, negligence, failure to install in accordance with Respironics' installation 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 Product. This warranty does not cover damage which may occur in shipment. 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 Respironics or an authorized Respironics service center. This warranty does not apply to any Product which is not purchased new.

Exclusions of Warranties

EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, RESPIRONICS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT, ITS QUALITY OR PERFORMANCE. RESPIRONICS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RESPIRONICS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OR LOST REVENUES), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, AND WHETHER OR NOT RESPIRONICS WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. EXCEPT FOR THE OBLIGATIONS UNDER THIS LIMITED WARRANTY, RESPIRONICS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY FOR ANY OTHER LOSS, DAMAGE OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE PRODUCT. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTIES SET FORTH IN THIS DOCUMENT SHALL BE AS PROVIDED IN THE PARAGRAPH DESCRIBING LIMITATIONS.

Purchaser is cautioned that no person or entity is authorized to make any warranties on behalf of Respironics and any such alleged warranties are hereby disclaimed by Respironics.



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For questions, please visit or call
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