

AIRVO™ 2 & myAIRVO™ 2 STANDARD WARRANTY PROGRAM

1. Fisher & Paykel Healthcare warrants that Fisher & Paykel Healthcare AIRVO 2 and myAIRVO 2 devices (excluding consumable items), when used in accordance with the instructions for use, shall be free from defects in workmanship and materials and will perform in accordance with Fisher & Paykel Healthcare's official published product specifications for a period of **two (2) years** from the date of purchase by the end user.
2. This revision of the Standard Warranty Program for AIRVO 2 and myAIRVO 2 devices is effective from **July 1, 2019**.
3. This warranty does not cover damage caused by:
 - a. Accident;
 - b. Misuse or abuse;
 - c. Modification;
 - d. Failure to follow instructions for use;
 - e. Unsuitable physical or operating environment;
 - f. Failure caused by a product not supplied or manufactured by Fisher & Paykel Healthcare;
 - g. Other defects not related to materials or workmanship;
 - h. Failure to use original spare parts.
4. Warranty claims can only be made when accompanied by proof of purchase (ie. sales receipt).
5. Fisher & Paykel Healthcare will pay customary freight charges from Fisher & Paykel Healthcare to the Hospital or DME location only.
6. If this warranty applies to a defective product, Fisher & Paykel Healthcare will replace the defective product or part. If Fisher & Paykel Healthcare replaces any product, the warranty period for any product replaced does not extend beyond the original warranty period of two (2) years.
7. The Standard Warranty is your exclusive warranty. Fisher & Paykel Healthcare excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any law or cause any part of this warranty to be void.
8. To the fullest extent permitted by law, Fisher & Paykel Healthcare disclaims all liability for special, incidental, indirect or consequential damages (including but not limited to, loss of profits) arising out of the sale or use of this product.
9. The Standard Warranty does not exclude or limit the application of any provision of any law where to do so would contravene that law or cause any part of this warranty to be void.

Please contact your Fisher & Paykel Healthcare representative if you have any questions or wish to obtain more information about the AIRVO 2 & myAIRVO 2 Standard Warranty Program.

AIRVO™ 2 & myAIRVO™ 2 OUT-OF-WARRANTY REPLACEMENT PROGRAM

1. Fisher & Paykel Healthcare offer the **Out-of-Warranty Replacement Program** for AIRVO 2 and myAIRVO 2 devices that have failed and require replacement outside of the Standard Warranty period. Under this Out-of-Warranty Replacement Program, devices that have failed can be replaced for new AIRVO 2 or myAIRVO 2 devices at discounted prices.
2. This revision of the Out-of-Warranty Replacement Program for AIRVO 2 and myAIRVO 2 devices is effective from **July 1, 2019**.
3. Please refer to the below table for the pricing which applies to this Out-of-Warranty Replacement Program:

Duration since date of purchase	Out-of-Warranty Replacement Program price for new AIRVO 2 or myAIRVO 2
Between 2 and 3 years	\$495 each
Between 3 and 4 years	\$695 each
Between 4 and 5 years	\$995 each
Greater than 5 years	Full Price

4. All references to currency are references to US dollars.
5. All prices above are exclusive of freight in and freight out charges
6. All references to years are references to the number of years from the date of purchase.
7. The prices outlined in the tables above are subject to change or withdrawal by Fisher & Paykel Healthcare at any time.
8. The Out-of-Warranty Replacement Program is only available for AIRVO 2 and myAIRVO 2 devices that:
 - a. Are not more than five years old (from the date of purchase by the end user); and
 - b. Require repair, are not functioning and are out of Standard Warranty.
9. The Out-of-Warranty Replacement Program does not apply to AIRVO 2 or myAIRVO 2 devices that have suffered damage caused by:
 - a. Accident;
 - b. Misuse or abuse;
 - c. Modification;
 - d. Failure to follow instructions for use;
 - e. Unsuitable physical or operating environment;
 - f. Failure caused by a product not supplied or manufactured by Fisher & Paykel Healthcare;
 - g. Other defects not related to materials or workmanship;
 - h. Failure to use original spare parts.

AIRVO™ 2 & myAIRVO™ 2 OUT-OF-WARRANTY REPLACEMENT PROGRAM

10. Claims under the Out-of-Warranty Replacement Program can only be made when accompanied by proof of purchase (i.e. sales receipt).
11. Fisher & Paykel Healthcare's Standard Warranty will apply to any new AIRVO 2 or myAIRVO 2 devices provided under the Out-of-Warranty Replacement Program. The Out-of-Warranty Replacement Program is not available for the replaced device.
12. The Out-of-Warranty Replacement Program does not exclude or limit the application of any provision of any law where to do so would contravene that law or cause any part of this program to be void.
13. The Out-of-Warranty Replacement Program is subject to change or withdrawal by Fisher & Paykel Healthcare at any time.

Please contact your Fisher & Paykel Healthcare representative if you have any questions or wish to obtain more information about the AIRVO 2 & myAIRVO 2 Out-of-Warranty Replacement Program.