

HYPNUS PRODUCT WARRANTY STATEMENT

TMed Technology, Inc warrants that your Hypnus Product shall be free from defects in material and workmanship from the date of purchase for the period specified below (Limited Warranty).

| Hypnus Products | Warranty Period |
|--|-----------------|
| CPAP and BiPAP (mainframe including motor and motherboard) | 2 years |
| Heating plate | 2 years |
| Water chamber | 90 days |
| Power supply | 1 year |
| Tubing | 90 days |

This Limited Warranty cannot be transferred to the next user of this device. It is only available to the initial consumer.

This Limited Warranty excludes any damages due to the following: a) accident, b) abuse or misuse of the product, c) use of the device beyond its recommended operating environment, d) failure to follow the instructions (including water ingress that can lead to motor damage), e) use of aftermarket devices not recommended by TMed Technology, f) unauthorized alterations or repairs, or g) other defects not related to materials or workmanship.

TMed Technology, with its due diligence, can exercise its right to either replace or repair the said defective products. If TMed Technology decides to replace the product, the warranty period on the replacement product will not exceed the original warranty period.

To exercise your rights under this warranty, contact your home care provider directly or call TMed Technology, Inc at 1 833 TMED TEC (863-3832). This warranty applies only to medical devices sold by TMed Technology within Canada.

a. Warranty is void on product sold, or resold, outside the region of original purchase. Warranty claims on defective product must be made by the initial consumer at the point of purchase. Proof of purchase (sales receipt) will be required to accompany a claim. This warranty replaces all other expressed or implied warranties, including any implied warranty of merchant-ability or fitness for a particular purpose. Some regions or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

b. TMed Technology will not be responsible for any incidental or consequential damages claimed to have resulted from the sale, installation or use of any product sold by TMed Technology. Some regions or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from region to region.

c. The warranty does not cover for the losses consequent in nature, including but not limited to loss of data or loss of business. Certain exclusions apply to the warranty.