

## LIMITED WARRANTY

### Applicable to PHOENIX™ Pulse Portable Oxygen Concentrator and PHOENIX™ 5L Oxygen Concentrator

#### Applicability and Effective Date

This Limited Warranty applies only to the following React Health products, and only to the specific models and versions identified below (collectively, the “Covered Products”):

- React Health Portable Oxygen Concentrator – **PHOENIX™ Pulse Portable Oxygen Concentrator**
- React Health 5 Liter Oxygen Concentrator – **PHOENIX™ 5L**

This Limited Warranty applies to Covered Products as of April 1, 2026.

For avoidance of doubt, this Limited Warranty does not apply to:

- Any prior versions or models of the Portable Oxygen Concentrator or 5 Liter Oxygen Concentrator
- Any other React Health products
- Any products subject to different warranty terms unless otherwise expressly agreed in a written agreement signed by an authorized officer of React Health

#### Warranty Coverage

React Health, Inc. (“React Health”) warrants that this product (“Product”) is free from defects in materials and workmanship and will perform substantially in accordance with applicable product specifications under normal use and service conditions.

Unless otherwise stated in product-specific documentation, the warranty period for each device is listed below;

React Health Portable Oxygen Concentrator – **PHOENIX™ Pulse Portable Oxygen Concentrator** is:

- **Five (5) years** for the **main device**
- **One (1) year or one thousand four hundred sixty (1,460) hours, whichever occurs first, for the compressor**
- **One (1) year or one thousand four hundred sixty (1,460) hours, whichever occurs first, for the sieve beds**
- **One (1) year** for the **batteries and accessories** (Batteries, Power Supplies, Power Cords, Carry Bags)

React Health 5 Liter Oxygen Concentrator – **PHOENIX™ 5L** is:

- **Five (5) years for the main device**
- **Three (3) years for the compressor**
- **Three (3) years for the sieve beds**

Component-specific warranty periods apply as listed above, even when such components are part of or included with the main device, unless otherwise expressly stated in writing by React Health.

The warranty period begins on the date of sale by React Health to the authorized dealer.

#### Eligible Purchaser / Non-Transferability

This Limited Warranty is extended only to the original purchaser who purchases the Product new and unused from React Health or an authorized React Health dealer.



This warranty is non-transferable and non-assignable and does not apply to any subsequent purchaser, owner, or user.

### **Warranty Remedy**

If the Product fails to conform to this Limited Warranty during the applicable warranty period, React Health, at its discretion, will repair or replace the defective Product or component.

React Health may use functionally equivalent new, refurbished, or reconditioned parts or components in performing warranty repairs.

Repair or replacement does not extend or renew the original warranty period.

### **Shipping Responsibility**

React Health will cover customary inbound and return freight charges for Products returned for warranty evaluation **for confirmed warranty-covered claims** through authorized service channels.

### **No-Defect Found / No-Fault Returns**

If a Product is returned for warranty evaluation and, upon inspection, is determined to meet all applicable specifications and no covered defect is identified:

- No repair charges will apply; however
- The purchaser or dealer is responsible for return freight charges
- React Health reserves the right to charge a reasonable service fee for diagnostics, inspection, testing, calibration, and handling necessary to verify performance and return the Product in a patient-ready condition, where permitted by law

### **Exclusions**

This Limited Warranty does not cover damage, failure, or performance issues resulting from:

- Accident, misuse, abuse, neglect, or improper handling
- Physical damage, impact damage, liquid intrusion, fire, or environmental exposure
- Improper installation, operation, storage, cleaning, disinfection, or maintenance
- Use outside the intended purpose or published specifications
- Alteration, modification, or repair not authorized by React Health
- Use of unauthorized parts or accessories
- Normal wear and tear or cosmetic damage
- Normal degradation of wear components, including but not limited to **sieve beds and batteries**, unless expressly stated otherwise in writing by React Health
- Damage occurring during shipping or transport

Any repair, maintenance, or servicing performed by personnel other than React Health or React Health authorized representatives voids this Limited Warranty.

### **Maintenance Requirements**

The purchaser or authorized dealer is responsible for performing all required maintenance, cleaning, and disinfection as specified in the applicable React Health Clinical, Technical, or User Manuals. Failure to comply may result in denial of warranty coverage.

### **Warranty Determination**

All warranty determinations, including eligibility, coverage, and remedy, are made by React Health in accordance with this Limited Warranty. React Health reserves the right to inspect the Product and determine whether the claimed defect is covered.

Such determination shall be based on inspection, service records, and compliance with applicable use, maintenance, cleaning, and disinfection requirements.

Products must be returned in accordance with React Health's return authorization procedures and service instructions. Failure to follow required procedures may result in delays or denial of warranty service.

React Health may require return of the Product and associated components necessary to evaluate and process warranty claims.

### **Out-of-Warranty Service**

React Health may, at its discretion, provide repair or replacement services for Products outside the warranty period. Such service does not reinstate or extend warranty coverage and may be subject to service charges.

Unless otherwise expressly stated in writing by React Health, out-of-warranty service or repair does not create or extend any warranty on the Product or repaired components

### **Limitation of Liability**

To the maximum extent permitted by law, React Health shall not be liable for economic loss, loss of profits, loss of use, business interruption, or any indirect, incidental, or consequential damages arising from the sale, use, or inability to use the Product.

Some jurisdictions do not allow limitations on incidental or consequential damages; therefore, these limitations may not apply in all cases.

### **Warranty Service**

For warranty service, contact the local authorized React Health dealer or React Health through its authorized service channels.

React Health reserves the right to deny or delay warranty service for accounts that are not in good standing, where permitted by applicable law.

Repeated return of Products found to meet applicable specifications may result in additional review, service delays, or limitations on future warranty processing.

Service and return processes are governed by React Health service procedures and policies, as updated from time to time.