



January 8, 2020

To Our Valued Patient,

ResMed announced an update to its limited warranty that may affect whether you choose to use an ozone device with your ResMed machine and mask. Please review the detail of this update below.\*

ResMed user guides advise patients to periodically clean ResMed machines, components and masks with mild detergent and warm water only. Some patients choose to use other means to clean and/or disinfect their machines. With the increased use of ozone devices, ResMed has observed that prolonged and repeated use of an ozone device may eventually cause internal damage to a ResMed machine, leading to an increase in motor noise.

Warranty update: Effective for sales of ResMed machines on or after February 1, 2020, ResMed's limited warranty will exclude damage to ResMed machines caused by use of ozone devices. The limited warranty on ResMed masks, with the exception of ResMed AirTouch™ products, will not be affected.

ResMed is not taking a position on whether you should use an ozone device. That decision is up to you, as the patient, to balance the convenience of using an ozone device versus the likelihood of potential damage to your ResMed machine. ResMed is reinforcing the cleaning instructions in its machine user guide: periodic cleaning with mild detergent and warm water is all that is required with a ResMed machine, component or mask. This letter requires no action on your part.

If you have any further questions, please feel free to contact the manufacturer of the ozone device you are currently using or, for medical advice, your physician.

## SOCLEAN'S SUPPORT POLICY FOR AIR 10 DEVICES

### FOR DIRECT TO CONSUMER PURCHASES

#### WHAT IS COVERED BY THIS LIMITED POLICY ("POLICY")

SoClean warrants to the original end-user purchaser ("the customer" or "you") against increased motor noise in a ResMed AirSense™ 10 claimed to be attributable to ozone from our product, when used normally in accordance with SoClean's published guidelines. SoClean will cover the cost to repair/replace such AirSense™ 10 during such product's manufacturer's warranty period (the "Policy Coverage Period"), as described below. SoClean's published guidelines include, but are not limited to, information contained in technical specifications, user manuals, and service communications. This Policy is subject to the below conditions, effective May 1, 2020.

To obtain coverage under this Policy, you will need to supply to SoClean's authorized service center, during the applicable Policy Coverage Period: (1) your proof of purchase and date of purchase of the SoClean ozone product; (2) your proof of purchase and date of purchase of the Air 10; and (3) the Air 10 to be repaired. Once it has been determined the Air 10 has increased motor noise after being used with SoClean's product, SoClean will repair the Air 10 or replace the Air 10 with a replacement Air 10 or another CPAP device, in SoClean's discretion. This Policy applies only to returns by the original buyer of the Air 10 in the United States or Canada. This Policy does not apply to refurbished Air 10 devices. Coverage requests should be submitted to a SoClean authorized service center. Service center information can be found at [www.soclean.com/service](http://www.soclean.com/service).

This Policy will continue to apply to a repaired Air 10 for the remainder of the Policy Coverage Period.

#### WHAT IS NOT COVERED BY THIS LIMITED POLICY

This Policy will not apply to: (i) any issue with the Air 10 other than increased motor noise; (ii) any issues caused by something other than a SoClean machine; or (iii) any devices other than an Air 10.

This Policy does not cover any other charges for labor, downtime, or any other damages resulting from the sale, use, inability to use or improper functioning of an Air 10.

This Policy only applies to authorized resellers of the Air 10, and only for Air 10 devices returned by the original customer.

By this Policy, SoClean does not in any way warrant the manufacture or performance of the Air 10 nor does this Policy expand or otherwise modify or replace any warranty for any SoClean ozone cleaning products. This Policy merely provides for the above if the conditions of this Policy are satisfied.

SoClean reserves the right to amend or terminate this Policy at any time. The current Policy will be posted at [www.soclean.com/service](http://www.soclean.com/service) and you should periodically check for the current status of the Policy.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOCLEAN DISCLAIMS ALL LIABILITY FOR SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF THE SALE OR USE OF SOCLEAN OZONE CLEANING DEVICES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Please address any questions regarding this Policy to our Customer Support staff for clarification: Phone: 1-800-341-7014.