Supplement to Chart SeQual Technologies Inc. Limited Warranty Statement for Sales in Australia (Medical Products)

General Terms:

"New Product" – Chart SeQual Technologies Inc. ("Chart SeQual") warrants to the original purchaser (meaning the party from whom Chart SeQual accepts the purchase order), whether the Purchaser is a wholesaler, distributor or end user ("Purchaser"), that each original equipment manufactured portable product (Eclipse 3™ with autoSAT® Personal Ambulatory Oxygen System, Integra E-Z with oxygen monitor, Integra E-Z without oxygen monitor), shall be free from defects in materials and workmanship for three (3) years from the date of shipment to the buyer directly from Chart SeQual, or through its dealers, distributors or agents.

"**Repair/Refurbished Product**" - Chart SeQual warrants to the Purchaser that all repaired equipment and factory refurbished and certified equipment (collectively, the "Repair/Refurbished/Certified Products") shall be free of defects in materials and workmanship for two (2) years from the date of shipment to the buyer directly from Chart SeQual, or through its dealers, distributors or agents.

"**Service Part**" – Chart SeQual warrants to the Purchaser that all service parts and accessory items (each a "Service Part") shall be free of defects in material and workmanship for ninety (90) days from the date of shipment.

"**Software**" – Chart SeQual warrants to the Purchaser that any physical defects in the media that embodies the copy of the software (e.g., CD-ROM, thumb drive, or internet download.) shall be free of any defects for ninety (90) days from the date of purchase by the Purchaser of New Product only.

Sales of Product in Australia:

Where the Purchaser is the end user of the Product, the following additional information is provided in relation to the warranty against defects (the Warranty) provided by Chart SeQual (as set out in the Limited Warranty Statement).

1. In circumstances where a New Product, Repair/Refurbished/Certified Product or Service Part does not comply with the Warranty, Chart SeQual will at its expense repair or replace that defective New Product, Repair/Refurbished/Certified Product or Service Part, or refund the purchase price at the sole discretion of Chart SeQual. Chart SeQual warrants that the replacement or repaired New Product, Repair/Refurbished Product or Service Part shall be free from defects in materials and workmanship for the duration of the unexpired portion of the Warranty, or ninety (90) days from the date of reshipment to the purchaser, whichever is longer.
2. The Warranty is subject to the Limited Warranty Provisions set out below and all exclusions and limitations set forth in the Chart SeQual Limited Warranty Statement.
3. **To claim the Warranty, the Purchaser must contact Chart SeQual's affiliate in Australia for further instruction, including the return of the defective New Product Repair/Refurbished Product, Service Part or Software (at the Purchaser's expense), to the following address:**

   Chart Australia Pty Ltd – Attn: Customer Service Department
   Unit 43/2 Railway Parade, Lidcombe, NSW 2141, Australia
   Phone number: (02) 9749-4333
   Email address: customerservice.australia@chartindustries.com
4. The Purchaser must otherwise comply with the requirements set out in the Limited Warranty Statement when making a claim under the Warranty.
5. **Notwithstanding the Limited Warranty Statement, our Products come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.**
6. The provider of the Warranty is Chart SeQual. Relevant contact details are set out below (**to claim the Warranty, please use the contact details provided in paragraph 3 above)**:

   (a) Chart SeQual Technologies Inc. – Attn: Customer Service Department
   (b) Business Address: 2200 Airport Industrial Drive, Suite 500, Ball Ground, GA 30107 USA
   (c) Phone number: 770-721-7759
   (d) Email address: customerservice.usa@chart-ind.com

Repair of Products Sold in Australia:

Where the Purchaser is the end user of the Product, the following additional information is provided in relation to the repair of Products by Chart SeQual:

1. **The Products may contain "user generated data" as defined under the Australian Consumer Law (ACL). Repair of Products may result in the loss of user generated data.**
2. **The Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Products.**