

TERMS AND CONDITIONS OF SALE – CPAP DEVICE REMOTE FOLLOW-UP PROGRAM BIRON – SLEEP CARE (BSS)

Subject to the terms and conditions contained in the manufacturer's warranty agreement found in the user's manual, Biron will attempt to exchange or repair any defective item acquired from one of its authorized representatives during the warranty period indicated in the table below. The choice of exchange or repair in exercise of the warranty is at the discretion of Biron and/or manufacturer. In the event of an exchange, Biron will attempt to replace the item with either a new item or a refurbished item of equivalent quality and value, subject to the availability of manufacturer's equipment and parts. This commitment applies to the extent that:

- 1) The item is maintained and operated in accordance with the specifications in the user's manual and/or accessory replacement guides;
- 2) The part of the item to be repaired or replaced is an original part or an original replacement part, with repairs and/or replacements being made by Biron, the manufacturer and/or an authorized person;
- 3) Normal precautions have been followed to keep the item in good condition;
- 4) The item has not been subject to unauthorized modification, misuse, neglect or accident caused by water, animals or other causes.
- 5) The item has not been used for purposes other than those for which it is designed or used with accessories other than those recommended;
- 6) The item bears the original manufacturer's identification marks (serial #)

In the event of non-compliance with points 1 to 6, Biron and/or the manufacturer reserves the right to void the warranty. In such a case, any repair and/or exchange, as well as the related transportation costs, will be at your expense. Subject to the terms and conditions contained in the manufacturer's warranty agreement found in the user manual, the warranty is transferable.

Fisher & Paykel	Resmed	Philips Respironics
CPAP device : 36 months <input type="checkbox"/> Biron extended warranty: 24 months	CPAP device : 36 months <input type="checkbox"/> Biron extended warranty: 24 months	CPAP device : 36 months <input type="checkbox"/> Biron extended warranty: 24 months
Power supply unit: 36 months	Power supply unit: 36 months	Power supply unit: 3 months
Humidifier chamber: 3 months	Standard humidifier chamber: 3 months Reusable humidifier chamber: 12 months	Humidifier chamber: 3 months
Memory card: 12 months	Memory card: 3 months	Memory card: 3 months
Mask and tubing: 3 months	Mask and tubing: 3 months	Mask and tubing: 3 months

Fisher & Paykel	Resmed	Philips Respironics
Refurbished CPAP device: 24 months	Refurbished CPAP device: 24 months	Refurbished CPAP device: 24 months
Power supply unit: 24 months	Power supply unit: 24 months	Power supply unit: 3 months
Humidifier chamber: 3 months	Standard humidifier chamber: 3 months Reusable humidifier chamber: 12 months	Humidifier chamber: 3 months
Memory card: 12 months	Memory card: 3 months	Memory card: 3 months
Mask and tubing: 3 months	Mask and tubing: 3 months	Mask and tubing: 3 months

Biron offers you an extended warranty for a price of \$150, subject to the same conditions as the manufacturer's warranty. Subject to applicable laws, a repair or exchange does not extend the duration of the manufacturer's warranty or Biron's extended warranty.

COACHING SERVICE

Period of adjustment

CPAP device: Biron grants you the right to return to Biron, for any reason whatsoever, the CPAP device and/or mask that you purchased from one of its authorized representatives within **ninety (90) days** following the invoice date. Upon return of the device, Biron agrees to reimburse you for the sums received to date for the purchase of the CPAP device, excluding the sum of _____ for each month the CPAP device was in your possession, including the entire current month.

Remote monitoring program

In order to support and facilitate your treatment, Biron offers you remote therapy monitoring through electronic data transfer from a wireless modem or SD card duly installed on the CPAP device you have purchased.

By accepting Biron's remote monitoring program, you authorize Biron to retrieve, store, access and interpret information from your use of your CPAP device (start and end of treatment each day, treatment statistics, etc.), which information will be sent to Biron remotely via the modem or by downloading the SD card described above. You acknowledge that you may request up to 8 usage reports from Biron per year at no charge.

You acknowledge that data transmission via modem may be limited, or even compromised, if the CPAP device is used in an area not served by "cellular-type" telecommunication services or if there is a change in the regional coverage of the telecommunication companies, which becomes incompatible with the modem of your device.

You acknowledge and understand that Biron does not intend to collect this personal information in real time and, as such, you cannot consider the use of the modem as a continuous monitoring of your health status. Therefore, you are responsible for reporting any problems with your therapy to Biron.

Certain personal information (such as your name, contact information, identification of Biron as your care provider, information about your treatment settings, etc.) will be hosted on servers owned by the manufacturer of the CPAP device. You understand that this information will be transmitted to and may be used by the manufacturer. For more details regarding the collection and use of your data under the remote monitoring program, Biron recommends that you refer to the privacy policy of the following manufacturer:

☐ Fisher & Paykel Healthcare ☐ Resmed ☐ Philips Respironics

Biron takes reasonable steps to protect your personal information in accordance with its Privacy Policy and the privacy laws to which Biron is subject. Certain Biron staff members and your sleep disorder physician may have access to your personal information in the course of their duties.

Support

For five (5) years, the support program allows you to obtain, free of charge, services and follow-up appointments your equipment. At the end of the warranty period, services and follow-up appointments for your equipment will be available at a cost.

PURCHASE OF ACCESSORIES (if applicable)

Refund

Biron grants you the privilege of returning, for refund, an accessory that you have acquired, within a period of ten (10) days following the date of invoice, provided that such an accessory has not been used and provided that it is returned to Biron within the said delay, in its original state and in its original packaging. Biron will reimburse you for any accessories you return in the conditions and within the deadlines specified, excluding any items marked "non-refundable", for which no refund is available. Biron reserves the right to refuse, at its sole discretion, a request for a refund if all conditions for the refund have not been met. If all conditions for a refund have been met, Biron will refund the amount paid for the mask minus a \$15 processing fee for a return by mail. Delivery charges are not refundable.

Exchange

Following the purchase of a mask, Biron offers you the option of exchanging the mask for a different model (face, nasal or nostril) within **ninety (90) days** of the billing date, subject to the following conditions:

- When exchanging a mask for another mask of the same value, no additional charge will apply.
- When exchanging a mask for another mask of a higher value, the remaining amount must be paid at the time of exchange.
- When exchanging a mask for another mask of a lesser value, Biron will apply a credit for the difference in price to your balance due, or if there is no balance due, Biron will issue and send a payment to your attention.

During the ninety-day trial period, you agree to review the manufacturer's user manual and warranty

GENERAL CONDITIONS

How to proceed. If you are experiencing a problem with an item and wish to determine possible solutions, you must make an appointment online or contact a customer service agent to schedule a consultation with a professional. To exercise your rights under the warranty, you must make an appointment online or contact a customer service agent.

Medical prescription. Please note that you must have a medical prescription to use the CPAP device and benefit from Biron's services.

Subcontracting. We may subcontract or assign the service of our obligations to third parties.

Notice. You expressly consent to Biron contacting you, for any reason, at any telephone number, physical address or e-mail address you provide to us. Any notice shall be in writing and may be sent by any reasonable means, including by mail, e-mail, text message or recognized commercial courier.

Governing Law. These terms and conditions shall be interpreted in conjunction with the laws of Quebec.

Notice on legal warranty. Please refer to the appendix below.

Date: _____ Name of client: _____ File: _____

Client's signature: _____

Name of Biron representative (printed letters): _____

Amount to pay: _____

Signature of Biron representative: _____