

MAXAIR HELMET OUT-OF-WARRANTY SERVICE PROTOCOL

Out-Of-Warranty MAXAIR Helmet(s) not functioning properly may be factory repairable.

Procedure Overview:

1. To determine feasibility of repair and to develop a Cost and Turn-Around Time for Repair Estimate (CTRE), Customers must agree to the BMDI Diagnostic Service (BDS).
2. Customers that agree to the Diagnostic Service and send their helmet(s) to BMDI –
 - a. Should expect 2-5 working days to receive their CTRE via e-mail.
 - b. Must sign an Authorization to Repair or Dis-assemble (ARD) the helmet(s) to authorize BMDI to
 - i. Repair per original CTRE, including pursuing any and all options presented, only as necessary, to bring all returned helmet(s) back to factory specifications, or,
 - ii. Disassemble the returned helmet(s) to further diagnose issues and to eliminate options.
CAUTION: In this instance, Customer acknowledges that disassembly will damage various components and assemblies and if no repair is authorized, **BMDI will not be held responsible for any** reassembly or repair and will only make the helmet(s) available for return in disassembled and as is/damaged condition.
3. Once the Customer returns the CTRE with signed ARD, BMDI will commence to repair the helmet(s) if ARD 1. Is signed, or, if ARD 2. Is signed, BMDI will disassemble the helmet(s), complete the diagnosis, and send Customer an amended CTRE.
 - a. The CTRE will indicate the estimated cost, less taxes, and time-to-repair of the helmet(s).
 - b. All shipping charges to and from BMDI are the responsibility of the Customer.
4. If additional repairs are noted to be required once BMDI work commences, BMDI will submit and request approval from Customer on an amended/updated CTRE, aCTRE.
5. When the helmet(s) are fully repaired and tested to meet standard production functional requirements, BMDI will notify the Customer.

BMDI Diagnostic Service (BDS)

Regardless of any actual repair work and related charges -

- A Customer is responsible for freight costs and insurance to and from BMDI, 17171 Daimler Street, Irvine, CA, 92614, regardless of whether or not any repair is attempted or carried out.
- B Customer must issue payment to BMDI in the amount of \$150.00 per-returned-helmet as a Diagnostic Fee, prior to BMDI opening the box(es) sent to BMDI from Customer.
 - 1) The \$150.00 Diagnostic Fee is not refundable and not returnable regardless of whether or not any repair is attempted or carried out.
 - 2) The Diagnostic Fee is the minimum fee due BMDI if BMDI is to open the box(es) sent to BMDI from Customer.
 - 3) The Diagnostic Fee will be applied to any repair or replacement charges Customer authorized BMDI to perform if such charges exceed the Diagnostic Fee.

Protocol following payment of Diagnostic Fee

- A When BMDI receives a returned helmet(s) and the appropriate Diagnostic Fee, BMDI will complete a time and cost to repair estimate (CTRE) to bring the returned helmet(s) back to within full functional performance standards equivalent to passing all standard production helmet requirements for new helmets.
- B BMDI will email and/or fax to Customer, per instruction from Customer, the CTRE, with time starting from receipt by BMDI of Customer authorization.
- C Customer is to review the CTRE and sign the ARD, 1. or 2. and return to BMDI for BMDI to perform repair or disassemble to further diagnose.
If ARD 2. Is chosen by Customer, BMDI will proceed and send an amended CTRE to customer for approval to proceed with repair.
CAUTION: In this instance, Customer acknowledges that disassembly will damage various components and assemblies and if no repair is authorized, **BMDI will not be held responsible for any** reassembly or repair and will only make the helmet(s) available for return in disassembled and as is/damaged condition.
- D When customer has approved a CTRE with signed ARD 1. , BMDI will proceed to complete repairs and notify Customer when repair is complete.
- E When Customer is notified repairs are completed and has received a final Invoice of TOTAL DUE, Customer will forward full payment of TOTAL DUE to BMDI via Purchase Order or other acceptable means of payment.
- F When BMDI receives appropriate payment in full from Customer, BMDI will return helmet(s) to Customer per Customers authorized pre-pay and ship instructions.
- G BMDI warrants workmanship and materials for 30 days, consistent with the terms and conditions in BMDI's standard warranty. (see Attachment A, page 3 .)

Customer Acknowledgement of Receipt of MAXAIR HELMET OUT-OF-WARRANTY SERVICE PROTOCOL

Name: _____
Title: _____
Date: _____

PLEASE RETURN TO BMDI WITH CTRE AND SIGNED ARD (BOTTOM OF CTRE)



Attachment A. Limited Warranty

Limited Warranty

The BMDI (Bio-Medical Devices Intl. Inc.) limited warranty provides that, subject to the following limitations, each repaired MAXAIR Systems product will be free from defects in material and workmanship and will conform to BMDI's specification for the particular product.

Limited Warranty Disclaimers

BMDI'S ENTIRE LIABILITY FOR ANY DEFECTIVELY REPAIRED PRODUCT SHALL IN NO EVENT EXCEED THE COST TO REPAIR THE DEFECTIVE PRODUCT.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE LIMITED WARRANTY. BMDI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING: ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THIS WARRANTY IS THE EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO ANY CLAIM RELATING TO THE MAXAIR SYSTEMS PRODUCT REPAIR, WHETHER ARISING AT LAW OR AT EQUITY, OTHER THAN CLAIMS FOR PERSONAL INJURY PROXIMATELY CAUSED BY A DEFECT IN THESE ITEMS.

BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE REPAIR COST PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BUYER WILL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON:

SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS;
MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SELLER; or
USE IN COMBINATION WITH OTHER PRODUCTS