

# Rheabrio<sup>™</sup> Warranty Facembrace<sup>®</sup> Protective Mask

## General Conditions

The Facembrace<sup>®</sup> Protective Mask is a medical device that may be in the category of <u>anti-</u><u>projection mask</u> or in the category of <u>certified mask</u>. In both cases, the same warranty applies.

A protective mask, in general, traps the droplets the wearer expels or prevents those from infected sources from reaching its nose and mouth's mucosa.

This Facembrace<sup>®</sup> Protective Mask sold by 9310-3760 Quebec, Inc. (hereinafter "Rheabrio<sup>™</sup>") is guaranteed for 30 days from the date shown on the purchase receipt, against any manufacturing defect noted before its first use (the "Warranty"), subject to normal conditions of use and care and the following terms, conditions, and limitations. It is therefore very important to examine your mask as soon as the package is opened. Rheabrio Customer Service must confirm that the Warranty applies. Under certain conditions, Rheabrio<sup>™</sup> will reimburse the defective product.

### Recall

The mailing or email addresses provided by Purchaser will be used if a recall notice must be sent for any Facembrace<sup>®</sup> Protective Mask.

### **Guarantee Terms and Conditions**

Should a warranty claim be submitted, the Facembrace<sup>®</sup> Protective Mask will either be replaced with an equivalent product or reimbursed, at the sole discretion of Rheabrio<sup>™</sup>.

The Warranty does not cover shipping costs, which are entirely the responsibility of Purchaser.

To be covered by the Warranty, the Facembrace<sup>®</sup> Protective Mask must be unused and returned in its original packaging.

The Warranty is EXCLUSIVE and non-transferable. It is the only Warranty offered that covers the sale and use of the Facembrace<sup>®</sup> Protective Mask.

The obligation of Rheabrio<sup>™</sup> under the Warranty ends once Rheabrio<sup>™</sup> provides the

replacement or reimbursement for the Facembrace<sup>®</sup> Protective Mask, as applicable. Refusal on the part of Purchaser to accept the action proposed by Rheabrio<sup>™</sup> will terminate the obligation of Rheabrio<sup>™</sup> under the Warranty.

# Specific Conditions of Use for Facembrace<sup>®</sup> Protective Mask

The User of Facembrace<sup>®</sup> Protective Mask is solely responsible for using them safely. In this regard, <u>please read and strictly follow the instructions for use and care</u> found in the user manual and familiarize yourself with the additional precautions listed below:

- Store the never used protective mask inside its original packaging in a clean, dry and uncontaminated place.
- Clean the protective mask between each use.
- Do not place in the microwave or warm before wearing.
- Do not wear when damp.
- At the end of its useful life, dispose of your protective mask according the standards and laws in force in your region.

## Exclusions

The Warranty does no cover damage from an accident, negligence, misuse or overuse, installation, storage or improper use, or resulting from insufficient or improper care or any use different from that for which the product was designed.

The Purchaser/User clearly understands the mask, the hook or the packaging may present risks of suffocation for babies and children under 2 years of age, people with respiratory problems and people who are unconscious, incapable or unable to remove it without help.

Neither does the Warranty cover product modified by Purchaser/User, nor does it cover scratches, tears, or discoloration of the product.

If any of the above exclusions applies, the Warranty will automatically be voided and considered invalid. Rheabrio<sup>™</sup> reserves the right to inspect the product or to have the product inspected before providing full or partial Purchaser warranty support.

RHEABRIO<sup>™</sup> EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, CONTRACTUAL OR LEGAL, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### Limitation of Liability of Rheabrio™

The liability of Rheabrio<sup>™</sup> is limited to the Warranty and in all cases will be limited to the sales price of the product. Neither may the Warranty be modified, nor may a new warranty be created, by any information, instruction, or representation, whether verbal or written, from Rheabrio<sup>™</sup>, its distributors, representatives, or employees. If the product is defective, Rheabrio<sup>™</sup> has no further obligation and Purchaser has no other recourse other than those stipulated in the Warranty.

Even in cases where Purchaser provides advance notice of potential damages, neither Rheabrio<sup>™</sup> nor any other party involved in the production or distribution of Facembrace<sup>®</sup> products may be held responsible for direct or indirect material damage or physical injury or be required to pay any damages whatsoever. As certain provinces and countries do not recognize this exclusion or limitation of damages, the Warranty might not apply to your specific situation.

THIS WARRANTY GRANTS YOU SPECIFIC LEGAL RIGHTS, IN ADDITION TO WHICH YOU MAY HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE OR COUNTRY TO COUNTRY. NOTWITHSTANDING THE FOREGOING, THE WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF QUEBEC (CANADA).

Any dispute or difference arising out of or relating to this Warranty will be submitted to the competent authorities of the Province of Quebec in Canada, in the judicial district of Montreal, expressly waiving any other forum or jurisdiction.

### **Customer Service**

If you have any questions about your Facembrace<sup>®</sup> Protective Mask or the Guarantee, please contact the Rheabrio<sup>™</sup> Customer Service using the addresses or telephone numbers below:

contact@facembrace.com +1 800 929-4851

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