SYNTECH, INT'L INC. OUT OF WARRANTY REPAIR PROGRAM

THIS PROGRAM APPLIES TO OUT-OF-WARRANTY REPAIRS. THIS OUT OF WARRANTY REPAIR PROGRAM IS SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR WRITTEN NOTICE BY MANUFACTURER. THE MOST RECENT VERSION OF THE PROGRAM SHALL BE POSTED FOR YOUR REVIEW AT ANY TIME AT HTTPS://SYNTECH-INT.COM/MAXAIR-PAPRS/OUT-OF-WARRANTY-PROGRAM/. IT IS IMPORTANT TO CHECK FOR UPDATED PROGRAM TERMS BEFORE ENGAGING IN FUTHER OUT OF WARRANTY REPAIRS AS TERMS MAY HAVE CHANGED.

1. To determine feasibility of repair and to develop a Cost and Turn-Around Time for Repair Estimate (CTRE), Customers must agree to and complete the SYNTECH, INT'L INC. Diagnostic Service Assessment (DSA) described below:

I. Syntech, Int'l Inc. outsources the return material authorization request process to its distributor of MAXAIR® products, Bio-Medical Devices International Inc. DBA MAXAIR® Systems ("BMDI"). An RMA number must be first issued by BMDI customer service before moving to step two. BMDI customer service has the sole discretion whether to issue an RMA number based on the nature of your request. Reasons for rejection may include but are not limited to: Cosmetic issues, discontinued products, and products beyond economical repair. To obtain an RMA number please download the form at https://maxair-systems.com/images/PDFS/005-MAXAIR-RMA-Request-Form-011921-P.pdf and email the form to info@maxair-systems.com.

II. Once an RMA form is filled out and you receive an RMA number, the statement of decontamination form must be followed in detail and accompany each shipment. You can download the form here: https://maxair-systems.com/images/PDFS/003-Status-Of-Decontamination-Decon-Tag.pdf

III. Customer must issue payment to SYNTECH, INT'L INC. in the amount of $150.00 per-returned-helmet as a Diagnostic Fee prior to SYNTECH, INT'L INC. opening any box(es) sent by Customer. The $150.00 Diagnostic Fee is not refundable and not returnable regardless of whether any repair is attempted or carried out. However, the Diagnostic Fee will be applied to any repair or replacement charges billed to Customer if such charges exceed the Diagnostic Fee.

IV. Regardless of whether repair work or assessments were performed, and regardless of any other charges, Customer is responsible for freight costs, risk-of-loss, and insurance when shipping to and from SYNTECH, INT'L INC., 17171 Daimler Street, Irvine, CA, 92614.

2. Customers who complete the Diagnostic Service Assessment above:

a. Should expect within 4-7 working days of SYNTECH, INT'L INC.'s receipt of shipment of the products to receive a CTRE via e-mail. Customers must approve and sign

the CTRE. Each CTRE will indicate estimated cost, less taxes, and time-to-repair of the helmet(s).

b. Must sign an Authorization to Repair or Disassemble (ARD) the helmet(s) to authorize SYNTECH, INT'L INC. to either:

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. In this scenario, SYNTECH, INT'L INC. will proceed and send an amended CTRE to Customer for approval to proceed with repair. CAUTION: Customer acknowledges that disassembly will damage various components and assemblies and if no repair is authorized, SYNTECH, INT'L INC. 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 CTRE and ARD are executed between the parties, SYNTECH, INT'L INC. will, as applicable, commence to repair the helmet(s) or disassemble the helmet(s), complete the diagnosis, and send Customer an amended CTRE.

4. If additional repairs unknown to SYNTECH, INT'L INC. appear at the time repairs or assessments are commenced, SYNTECH, INT'L INC. will stop work and submit and request approval from Customer for any additional charges by submitting to Customer an amended/updated CTRE.

5. When the helmet(s) are fully repaired and tested to meet standard production requirements, SYNTECH, INT'L INC. will notify the Customer. When Customer is notified repairs are completed and has received a final Invoice, Customer will forward full payment to SYNTECH, INT'L INC. When SYNTECH, INT'L INC. receives payment in full from Customer, SYNTECH, INT'L INC. will return helmet(s) to Customer per Customers authorized pre-pay and ship instructions.

6. SYNTECH, INT'L INC. warrants out-of-warranty repairs consistent with the terms and conditions in SYNTECH, INT'L INC.'s out-of-warranty repair limited warranty incorporated herein as Attachment A which may be updated at any time in the sole discretion of Manufacturer.

Customer (Entity Name): _____

Name and Title: _____

Signature: _____

Date: _____

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ATTACHMENT A | LIMITED WARRANTY FOR OUT-OF-WARRANTY REPAIRS

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY FOR OUT-OF-WARRANTY REPAIRS (the "WARRANTY").

SYNTECH, INT'L INC. WARRANTS THAT, SUBJECT TO THE FOLLOWING LIMITATIONS, EACH MAXAIR® PRODUCT REPAIR WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS AFTER THE REPAIR AND THE REPAIR WILL CONFORM TO SYNTECH, INT'L INC.'S SPECIFICATION FOR THE PARTICULAR PRODUCT FOR A PERIOD OF 30 DAYS AFTER THE REPAIR. THIS WARRANTY COVERS ONLY THE SPECIFIC REPAIR PERFORMED, NOT THE ENTIRE DEVICE. SYNTECH, INT'L INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL SYNTECH, INT'L INC.'S OBLIGATION OR LIABILITY HEREUNDER EXCEED THE COST TO REPAIR THE DEFECTIVE PRODUCT. ADDITIONALLY, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL SYNTECH, INT'L INC. BE LIABLE FOR ANY LOSS OF USE, DATA, IPR INFRINGEMEHNT, BUSINESS, GOODWILL, REPUTATION, REVENUE, OR PROFITS, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD SYNTECH, INT'L INC. HARMLESS FROM ANY CLAIMS BASED ON: SYNTECH, INT'L INC.'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS; MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SYNTECH, INT'L INC.; OR USE IN COMBINATION WITH OTHER PRODUCTS.

SYNTECH, INT'L INC. SHALL BE IN NO WAY RESPONSIBLE FOR THE GOODS' PROPER USE AND SERVICE. SYNTECH, INT'L INC. SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S PRODUCT NEGLIGENCE, MISCONDUCT, MISUSE, ABUSE, ACCIDENT, IMPROPER INSTALLATION OR HANDLING, UNUSUAL

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ENVIRONMENTAL CONDITIONS, OR OTHER EXTREME STRESS, ALTERATION, FAILURE TO MAINTAIN PRODUCTS IN ACCORDANCE WITH SYNTECH, INT'L INC.'S RECOMMENDATIONS, DAMAGE CAUSED BY A REPAIR, DAMAGE CAUSED BY USE WITH ANY THIRD-PARTY PRODUCT OR SERVICE, OR USE IN VIOLATION OF ANY PROVIDED-FOR INSTRUCTIONS.

CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SYNTECH, INT'L INC. OR ANY OTHER PERSON ON SYNTECH, INT'L INC.'S BEHALF. ANY AFFIRMATION OF FACT OR PROMISE MADE BY SYNTECH, INT'L INC. SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY THAT THE GOODS SHALL CONFORM TO THE AFFIRMATION OR PROMISE. ANY SAMPLE OR MODEL IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY THAT THE GOODS SHALL CONFORM TO THE SAMPLE OR MODEL; AND NO AFFIRMATION OR PROMISE, OR DESCRIPTION, OR SAMPLE OR MODEL SHALL BE DEEMED PART OF THE BASIS OF THE BARGAIN.

IF TECHNICAL ASSISTANCE OR ADVICE ARE OFFERED OR GIVEN TO CUSTOMER, SUCH ASSISTANCE OR ADVICE IS GIVEN FREE OF CHARGE AND ONLY AS AN ACCOMMODATION TO CUSTOMER. SYNTECH, INT'L INC. SHALL NOT BE HELD LIABLE FOR THE CONTENT OR CUSTOMER'S USE OF SUCH TECHNICAL ASSISTANCE OR ADVICE NOR SHALL ANY STATEMENT MADE BY ANY OF SYNTECH, INT'L INC.'S REPRESENTATIVES OR AFFILIATES IN CONNECTION WITH THE PRODUCTS OR SERVICES CONSTITUTE A REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

USE OF NON-MAXAIR® DISPOSABLES (DISPOSABLES MANUFACTURED BY ANYONE OTHER THAN SYNTECH, INT'L INC.) AND REPLACEMENT PARTS MAY VOID CERTIFICATIONS AND MAY COMPROMISE EQUIPMENT PROTECTIONS, EQUIPMENT EFFICIENCIES, AND EQUIPMENT LIFE.

THIS WARRANTY IS SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR WRITTEN NOTICE BY MANUFACTURER. THE MOST RECENT VERSION OF THIS WARRANTY SHALL BE POSTED FOR YOUR REVIEW AT ANY TIME AT HTTPS://SYNTECH-INT.COM/OUT-OF-WARRANTY/. IT IS IMPORTANT TO CHECK FOR UPDATED WARRANTY TERMS BEFORE ENGAGING IN FUTHER REPAIRS AS WARRANTY TERMS MAY HAVE CHANGED.

UNLESS OTHERWISE PROHIBITED BY LAW, THE STATUTE OF LIMITATIONS WILL BE ONE-YEAR FROM THE DELIVERY DATE OF THE RETURNED OR REPAIRED PRODUCT TO CUSTOMER FOR CUSTOMER TO BRING A LAWSUIT AGAINST SYNTECH, INT'L INC.

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IN THE EVENT THAT ANY PART OR PORTION OF THIS WARRANTY IS DEEMED TO BE INVALID, ILLEGAL, OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.