



Rheabrio™ Warranty

Facembrace® Comfort Accessory

General Conditions

The Facembrace® Comfort Accessory is a medical device meant to alleviate the side effects of the daily wearing of a breathing mask used for sleep apnea treatment as part of Continuous Positive Airway Pressure (CPAP) therapy.

This 30-day warranty (the “Warranty”) covers all defects in workmanship in Facembrace® Comfort Accessories sold by 9428-2290 Québec, Inc. (hereinafter “Rheabrio”) for a period of thirty (30) days after purchase, subject to normal conditions of use and care and the following terms, conditions, and limitations.

The Warranty also applies if, within thirty (30) days of the purchase, Purchaser/User is not enjoying the benefits of the Facembrace® Comfort Accessory (“Warranty of Benefits”) after a reasonable attempt to adapt to it, subject to the following terms, conditions, and limitations.

Recall

The mailing or email addresses provided by Purchaser will be used if a recall notice must be sent for any Facembrace® Comfort Accessory.

Scope of Warranty

Facembrace® Comfort Accessory are warranted for thirty (30) days from the date that appears on the purchase receipt, whether they were purchased at a clinic or from the Facembrace® online store, which may be accessed at the following address: www.facembrace.com.

The Warranty extends only to the original Purchaser/User. The Facembrace® Comfort Accessory is covered by the Warranty during the designated period, provided it belongs to its original Purchaser/User.

The Warranty only applies if Purchaser registered the Facembrace® Comfort Accessory directly on the www.facembrace.com.

Warranty Terms and Conditions

Should a warranty claim be submitted, the Facembrace® Comfort Accessory will either be replaced with an equivalent product or reimbursed, at the sole discretion of Rheabrio™ and according to the following terms and conditions:

- If Purchaser requests a reimbursement, such reimbursement will be made using the original method of payment within fifteen (15) business days after the reimbursement has been confirmed by Rheabrio™.
- If Purchaser requests a replacement, a Facembrace® Comfort Accessory equivalent to the product returned by Purchaser will be sent to Purchaser within fifteen (15) business days after the replacement has been confirmed by Rheabrio™. The replacement product will also be warranted for a period of thirty (30) days from the date on which the replacement product is shipped.
- If Purchaser wishes to receive a reimbursement or a replacement for a Facembrace® Comfort Accessory because Purchaser is not enjoying the benefits of it after a reasonable attempt to adapt to it (the “Warranty of Benefits”), Purchaser must specify in writing the reasonable grounds and reasons underlying the request.

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

The Warranty of Benefits does not apply when the Facembrace® Comfort Accessory is purchased at a discounted price lower than 75% of its regular price. This modality is explained by the fact that a returned product cannot be resold to another Purchaser by Rheabrio™.

To be covered by the Warranty, the product must be intact 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® Comfort Accessory.

The care instructions provided at the time of purchase and in the User Manual must be strictly followed by Purchaser/User in all cases for the Warranty to apply.

The obligation of Rheabrio under the Warranty ends once Rheabrio™ provides the replacement or reimbursement for the Facembrace® Comfort Accessory, as applicable. Refusal on the part of Purchaser to accept the action proposed by Rheabrio™ will terminate the obligation of Rheabrio™ under the Warranty.

Specific Conditions of Use for Facembrace® Comfort Accessory

The User of Facembrace® Comfort Accessory is solely responsible for using it safely. In this regard, please read and strictly follow the instructions for use and care found in the User Manual and familiarize yourself with the additional precautions listed below.

Additional Precautions

- Do not put the comfort accessory in the microwave.
- Do not wear the comfort accessory while it is still wet.

- Do not warm up the comfort accessory before wearing it.
- Only wear the comfort accessory on your face.
- Never cover your nostrils with the comfort accessory.

This list is non-exhaustive. Please consult the User Manual for the full list of precautions and conditions of use for Facembrace® Comfort Accessory.

Exclusions

The Warranty does not cover damage from an accident, negligence, misuse or overuse, incorrect storage or use, exposure to water or heat (temperature above fitting, storage, 30 °C/86 °F), or resulting from insufficient or improper care or any use different from that for which the product was designed.

Neither does the Warranty cover products 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 reserves the right to inspect the product or to have the product inspected before providing full or partial Warranty support.

RHEABRIO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, CONTRACTUAL OR LEGAL, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE LAW AND CANNOT LAWFULLY BE DISCLAIMED.

Limitation of Liability of Rheabrio™

The liability of Rheabrio™ 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™, its distributors, representatives, or employees. If the product is defective, Rheabrio™ 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™ nor any other party involved in the production or distribution of Facembrace® Comfort Accessories 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 (Canada), in the judicial district of Montreal, expressly waiving any other forum or jurisdiction.

Use of Facembrace® Comfort Accessory and Effects on CPAP Therapy

Rheabrio may not be held liable for any potential effect or impact on the performance of CPAP therapy arising from the use of Facembrace® Comfort Accessories.

Limitations

Situations for which the Rheabrio™ Warranty does not apply include but are not limited to:

- The Facembrace® Comfort Accessory does not replace the breathing mask used for CPAP therapy. Please consult your healthcare professional for more information about CPAP therapy.
- The Facembrace® Comfort Accessory does not resolve problems related to using an inappropriate or incorrectly adjusted respiratory mask and should never be used to correct these problems.
- The Facembrace® Comfort Accessory does not improve the breathing mask seal, does not correct problems with the breathing mask seal and has no effect on these problems. Please refer to the instructions for use of the breathing mask in question. The Facembrace® Comfort Accessory was designed to protect the skin of the face from the feeling of air leaks, not to improve the breathing mask seal.
- The Facembrace® Comfort Accessory has no effect on the operation or performance of a continuous positive airway pressure device when the device is correctly positioned and has the proper size.
- The Facembrace® Comfort Accessory is not designed to reduce or minimize potential cranial deformations in children related to wearing a breathing mask while growing.

Customer Service

If you have any questions about your Facembrace® Comfort Accessory or the Guarantee, please contact the Rheabrio™ Customer Service using the following:

contact@facembrace.com
+1 800 929-4851

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