

Terms & Conditions



DRIVE MEDICAL ADVANTAGE SERVICE PROGRAM
TERMS AND CONDITIONS
Updated: September 1, 2026
Effective for new purchases as of August 1, 2026

The Drive Advantage Service Program (the “Program”) is governed by these Terms and Conditions (“Program Terms”) between Drive Medical (“Drive”) and the individual or entity requesting service under the Program (“Customer”). THESE PROGRAM TERMS SUPPLEMENT THE STANDARD LIMITED WARRANTY PROVIDED IN THE APPLICABLE PRODUCT MANUAL. By participating in the Program, Customer agrees to these Program Terms.

1. **Program Scope and Eligibility**

- a. **Eligible Products:** The Program applies exclusively to new invoiced purchases on or after August 1, 2026 for the following models:

Stationary Concentrators: 1025DS, 555DS, and 5DECO2DS

Portable Concentrators (POC): iGo2 125 Series and SIMO2DS
- b. **Exclusions:** The Program does not apply to purchases prior to August 1, 2026. The model 525 stationary concentrator and any models not expressly listed above are excluded from this Program. Representative sample units, demonstration units, evaluation units, and any other units not invoiced to Customer at full price are not eligible for coverage under this Program. Only units for which Customer has been invoiced in full are eligible.
- c. **Customer Eligibility:** Eligibility for participation in the Program is limited to original purchasers of the eligible products who are located in the contiguous United States (excluding Alaska, Hawaii, Puerto Rico, and all U.S. territories and possessions) and Canada. Drive reserves the right, in its sole and absolute discretion, to determine customer eligibility for the Program. Eligibility may be based on purchase volume, account standing, or other discretionary criteria established by Drive. Drive may modify eligibility requirements or terminate a Customer’s participation in the Program at any time upon written notice.

2. **Replacement Units and Component-Level Exchange**

- a. **Replacement Units:** Upon approval of a valid warranty claim, Drive will provide a replacement unit to the Customer. Customer acknowledges and agrees that:
 - i. **Condition:** Replacement units may be new or refurbished at Drive’s sole discretion. Refurbished units undergo comprehensive inspection and testing and are restored to meet original factory performance specifications. As part of this process, Drive may repair or replace internal components as necessary to ensure the device operates reliably and consistently over its expected service life.
 - ii. **Warranty Period:** The replacement unit carries only the remaining balance of the original unit’s warranty period. The exchange does not restart, extend, or otherwise reset the warranty duration.

Example: If Unit A (3-year warranty) is replaced after 2 years, the replacement Unit B will have 1 year of warranty coverage remaining.
 - iii. **iGo2 and SIMO2 Replacement:** The replacement sent for the iGo2 or SIMO2 will be single (one) battery configuration regardless of the eligible original product configuration.
- b. **SIMO2 Sieve Bed Protocol (Component-Level Exchange):** For the SIMO2 model, Drive distinguishes between “Device Failure” and “Sieve Bed Component Failure.”
 - i. **Sieve Bed Triage:** If Drive determines that a SIMO2 failure is limited to the sieve beds, Drive

will provide replacement sieve beds rather than a full device exchange.

- ii. Full Device Exchange: A full SIMO2 device exchange will only be authorized if the failure is determined by Drive to be mechanical or electronic in nature, unrelated to the sieve beds.
- c. Availability and Allocation: Drive provides no guarantee regarding the immediate availability or lead times for any specific replacement unit or component. Drive reserves the right, in its sole and absolute discretion, to: (i) prioritize the allocation of available inventory among Program participants; (ii) determine whether a claim is fulfilled via a full device exchange or a component-level exchange (e.g., sieve beds); and (iii) substitute an equivalent or upgraded model if the original model is unavailable. Drive shall not be liable for any damages, including “down-time” or the cost of loaner equipment, resulting from delays in the shipment of replacement units.

3. Shipping and Delivery

- a. Authorized Locations: Warranty replacements are shipped only to authorized Customer locations.
- b. Direct-to-Patient Exception (SIMO2): Notwithstanding the above, for SIMO2 sieve bed replacements only, Drive may, at its discretion and subject to applicable regulatory requirements, ship replacement sieve beds directly to a patient's residence upon request by the Customer. Customer assumes all responsibility for ensuring the patient is capable of performing the sieve bed replacement.
- c. Shipping Costs: Drive will be responsible for outbound standard ground shipping costs of the replacement unit/component within the contiguous United States or Canada. Drive will provide Customer a return RMA label for the failed unit. If the failed unit is not shipped back within twenty (20) days of the RMA issuance, the Customer must return the unit at their own expense.
- d. OEM Packaging: Customer must return the defective unit using the OEM packaging provided by Drive, or other packaging expressly approved by Drive in writing. The Program does not cover, and Drive shall not be responsible for, any additional damage to the unit that results from Customer's failure to use such OEM or approved packaging for the return shipment. Any such damage may subject Customer to the charges and remedies set forth in these Program Terms.

4. Return Requirements

- a. Required Items: The warranty requires the return of the AC/DC Adapter (POC) and Battery (POC) with the main Concentrator Unit. The following flat-rate fees for unreturned items will be charged to the Customer when not received:

POC AC/DC Adapter: \$50.00

POC Battery: \$125.00

Note: Notwithstanding the list of excluded items, if any component or accessory is alleged to be the cause of the device failure or otherwise defective, then such component or accessory must be returned for evaluation.

- b. Excluded Items: Extra Batteries, Nasal Cannulas, Humidifier Bottles, and Carry Bags should not be returned.
- c. Service Fee / Reduced Credit: Failure to return all required components will result in a service fee or a reduced credit for the device.

5. Billing and Payment Terms

- a. Authorization of Charges: By providing a payment method and participating in the Program, Customer expressly acknowledges and authorizes Drive to charge the credit card, purchase order, or other payment method on file for any and all amounts incurred by Customer under these Program Terms. Drive further reserves the right to seek payment through any other legal means available.
- b. Purchase Order requirement: Customer shall provide a valid purchase order at the time of the initial service request. The purchase order must explicitly authorize Drive to bill against it for any fees incurred under this Program, including but not limited to:
 - (i) flat-rate service fees,
 - (ii) non-returned equipment fees,
 - (iii) "No Fault Found" evaluation fees, or (iv) the flat-rate price of the replacement unit in the event of unreturned cores or confirmed neglect/misuse.
- c. Contingent Billing (Unreturned Units): The Program operates as a "Zero-Dollar Exchange" at the time of shipment. However, if the failed unit is not received by Drive within thirty (30) days of the Customer's receipt of the replacement unit, Drive reserves the right to invoice the Customer, and Customer agrees to pay the established flat-rate price for the replacement unit, and a product specific replacement warranty will apply.
- d. Contingent Billing (iGo2 and SIMO2 Units): For iGo2 and SIMO2 units with an expired sieve bed warranty based on the original date of sale to the Customer, Customer may elect one of the following options:

Option 1: Customer agrees to pay a flat-rate fee per occurrence to receive a replacement unit through this Program: \$150.00 for the iGo2 and SIMO2; or

Option 2: Customer may elect to have the original unit returned to Drive for service, or contact one of Drive's Authorized Service Centers for other service options.

6. Warranty Exclusions and Neglect

This Program does not cover damage resulting from natural disasters, accidents, misuse, abuse, or negligence. Sieve beds, batteries, and accessories are not covered under this Program.

Neglect includes, but is not limited to:

- Cracking of the casing or LED screen.
- Damage to covers or casters.
- Internal damage from dropping the device.
- Water ingress or insect infestation.
- Smoke damage (tobacco or otherwise).
- Failure to properly maintain OEM filters; use of non-OEM filters voids coverage.

If the returned unit is determined by Drive, in its sole discretion, to exhibit any occurrences of neglect, (i) the Customer will be invoiced and charged at the established flat-rate price for the replacement unit provided and a product specific replacement warranty will apply, and (ii) the disposition of the unit will vary based on the evaluation, including repair, salvage, or disposal, in Drive's sole discretion.

Customers must troubleshoot all units and components and verify that a defect exists prior to requesting an exchange. If a returned unit is determined by Drive to be in "Good Working Order" (No Fault Found), Drive reserves the right to disqualify future participation in the Program for the Customer.

7. Limitation of Liability

- a. No Consequential Damages: DRIVE'S LIABILITY UNDER THIS PROGRAM IS LIMITED SOLELY TO THE REPAIR OR REPLACEMENT OF ELIGIBLE PRODUCTS. IN NO EVENT SHALL DRIVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR COSTS ASSOCIATED WITH "DOWN-TIME" OR THE PROVISION OF LOANER EQUIPMENT INCURRED BY THE CUSTOMER OR PATIENT WHILE AWAITING A REPLACEMENT.
- b. General Limitation: Drive shall not be liable for any claims or damages of any kind, whether arising from breach of contract, tort (including negligence), or otherwise. These limitations do not apply to claims attributable to intentional misconduct, gross negligence, or where such limitations are prohibited by mandatory product liability laws.

Drive Medical reserves the right to change, modify, or terminate this Program or these Program Terms at any time. Customer's continued participation in the Program following any such changes constitutes acceptance of the revised terms.