

Effective Date: May 20, 2026

This FormFit™ Remake & Fit Adjustment Policy (the “Policy”) applies to FormFit™ custom CPAP mask products manufactured and supplied by Vitacore Industries Inc. (“Vitacore”).

This Policy is separate from and in addition to Vitacore’s Limited Warranty. This Policy is intended as a commercial customer support and fit adjustment program only and does not create any additional warranty, guarantee, or legal entitlement.

1. PURPOSE

The purpose of this Policy is to support patients and providers by allowing Vitacore to evaluate and, where appropriate, provide remake or fit adjustment accommodations for FormFit™ products experiencing significant performance or manufacturing-related concerns.

Due to the customized and patient-specific nature of the Products, individual fit experiences may vary.

All remake and fit adjustment decisions are made solely at Vitacore’s discretion.

2. ELIGIBILITY

A Product may be considered for remake or fit adjustment evaluation where Vitacore determines there may be:

- a. a manufacturing defect;
- b. a material defect;
- c. significant product nonconformity;
- d. substantial seal or performance issues potentially related to manufacturing outcomes;
- e. scan-to-manufacturing discrepancies;
- f. production-related irregularities; or
- g. other issues determined by Vitacore to warrant review.

Eligibility under this Policy is determined solely by Vitacore following review of the reported issue and supporting information.

3. NON-ELIGIBLE ISSUES

This Policy does not apply to, and Vitacore shall have no obligation to provide remakes, replacements, adjustments, credits, or refunds for:

- a. patient comfort preferences;
- b. subjective dissatisfaction;

- c. minor leak variation;
- d. normal adjustment or adaptation periods;
- e. facial hair changes;
- f. weight fluctuation;
- g. surgery or anatomical changes;
- h. improper use;
- i. improper cleaning or storage;
- j. failure to follow instructions for use;
- k. use with incompatible equipment;
- l. patient non-compliance or therapy intolerance;
- m. damage occurring after delivery;
- n. modifications or alterations not authorized by Vitacore; or
- o. patient-specific factors outside Vitacore's reasonable control.

This Policy does not guarantee:

- perfect fit;
- leak-free performance;
- uninterrupted therapy;
- patient comfort;
- therapy compliance; or
- therapeutic outcomes.

4. REMAKE LIMITS

Subject to Vitacore approval, Vitacore may provide up to three (3) remake attempts for an eligible Product.

Vitacore reserves the right to:

- a. deny remake requests;
- b. discontinue remake attempts;
- c. require updated scan data;
- d. require additional information;
- e. determine that no further remake attempts are appropriate.

Nothing in this Policy obligates Vitacore to provide any specific number of remakes or adjustments.

5. CLAIM SUBMISSION PROCESS

To request evaluation under this Policy, the patient, provider, clinic, distributor, or purchaser must:

- a. contact Vitacore Customer Service within sixty (60) days of delivery;
- b. provide proof of purchase or order reference information;
- c. provide photographs or supporting documentation if requested;
- d. provide a detailed description of the issue experienced;
- e. provide updated scan data if requested; and
- f. return the Product for evaluation if requested by Vitacore.

Vitacore may refuse evaluation requests where insufficient information is provided.

6. PRODUCT RETURN REQUIREMENTS

Vitacore may require return of the Product prior to approving a remake or adjustment.

Returned Products may be inspected, tested, retained, analyzed, or disposed of by Vitacore.

Failure to return requested Products may result in denial of remake eligibility.

Unless otherwise approved by Vitacore in writing, the sender is responsible for shipping costs associated with returning Products for evaluation.

7. AUTHORITY AND APPROVALS

Vitacore retains sole authority to determine:

- a. whether a Product qualifies for evaluation;
- b. whether a reported issue is manufacturing-related;
- c. whether scan data is acceptable;
- d. whether remake eligibility exists;
- e. whether additional remake attempts are appropriate; and
- f. the appropriate corrective action, if any.

No distributor, clinic, reseller, provider, employee, contractor, or representative is authorized to:

- approve remake requests;
- promise replacements;

- issue refunds;
- extend coverage;
- modify this Policy; or
- make representations on behalf of Vitacore.

Any unauthorized representations or commitments shall be solely the responsibility of the party making them.

8. LIMITATION OF LIABILITY

This Policy does not expand, modify, or replace the limitations of liability contained in Vitacore's Limited Warranty or any applicable agreement.

To the fullest extent permitted by law, Vitacore shall not be liable for indirect, incidental, consequential, special, punitive, or exemplary damages arising from or relating to any Product, remake request, fit issue, or customer dissatisfaction.

9. MEDICAL DISCLAIMER

FormFit™ products are intended for use in accordance with applicable instructions for use and under the direction of qualified healthcare professionals where appropriate.

Vitacore does not provide medical advice, diagnosis, treatment recommendations, or clinical supervision.

Clinical decisions, patient suitability, therapy settings, and patient care remain the responsibility of the treating healthcare provider.

10. POLICY MODIFICATIONS

Vitacore reserves the right to:

- modify;
- suspend;
- discontinue; or
- replace

this Policy at any time without prior notice.

The version of the Policy in effect at the time of the original purchase shall apply unless otherwise determined by Vitacore.

11. GOVERNING LAW

This Policy shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the applicable laws of Canada.

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