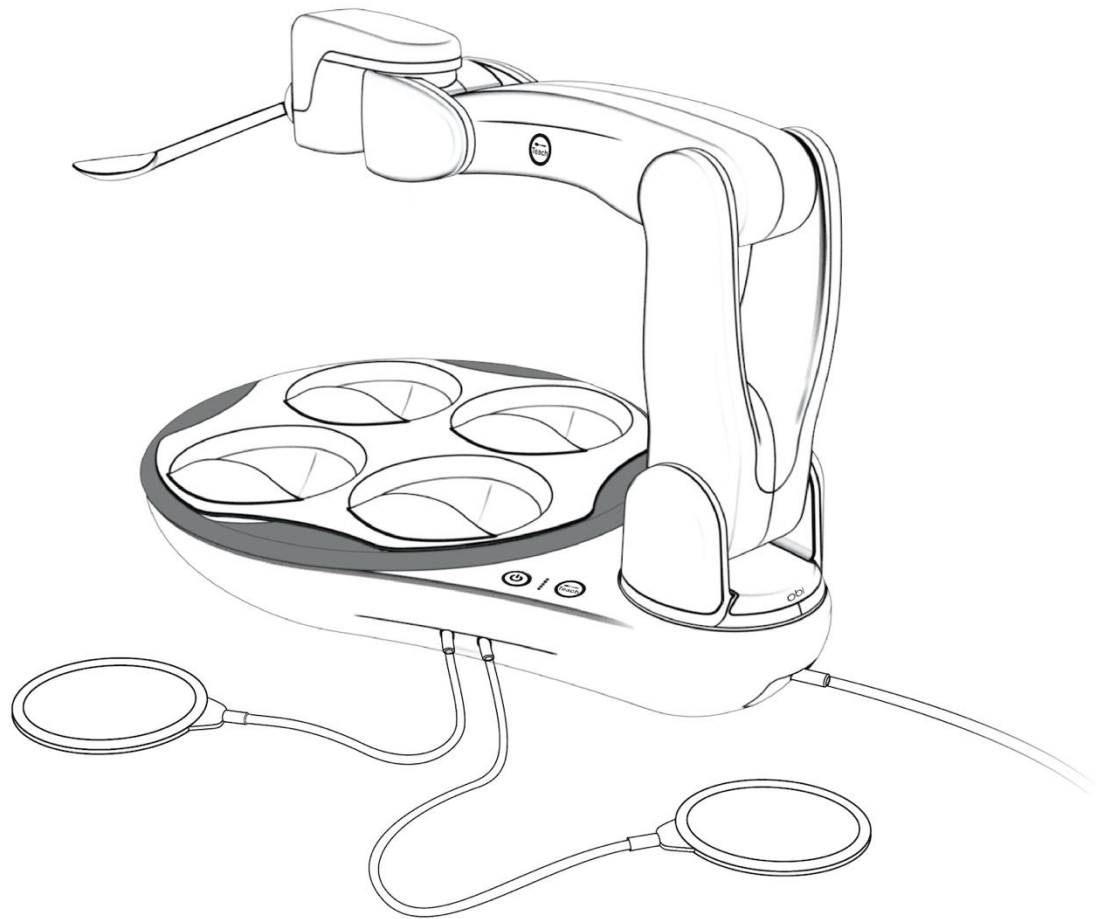


obi



USER MANUAL

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This document is available in electronic copy at www.MeetObi.com.

IMPORTANT SAFEGUARDS

When using electrical products, especially when children are present, basic safety precautions should always be followed, including the following:

READ ALL INSTRUCTIONS BEFORE USING

DANGER:

To reduce the risk of electrocution, burns and injury:

- Do not use while bathing.
- Do not place or store Obi where it can fall or be pulled into a tub or sink.
- Do not place Obi in or drop into water or other liquid.
- Do not reach for Obi if it has fallen into water. Unplug immediately.
- Check the Charging Cable for damage before each use.

WARNING:

To reduce the risk of burns, electrocution, fire, or injury to persons:

- Close supervision is mandatory when using Obi by, or near children or adults with a disability. Young children, because of the size of their fingers, are at greater risk for pinching by the Arm.
- Use Obi only for its intended use as described in this manual. Use only attachments recommended by the manufacturer.
- Never operate Obi: if it has damaged cords or plugs; if it is not working properly; if it has been dropped, damaged, or dropped into water. Return the product to a service center for examination and repair.
- Keep the cords away from heated surfaces.
- Never use while sleeping or drowsy.
- Never drop or insert any object into any opening.
- Do not use outdoors.

- Do not use where aerosol (spray) products are being used or where oxygen is being administered.
- Unplug Obi before filling.
- Remove and fill the Plate's bowls with food and beverages only, unless otherwise specified by manufacturer.
- In the event of overheating, the Arm will slowly fall and the Power Button, Battery Indicator, and Teach Button lights will flash. Keep the device off for ten minutes. Afterwards, turn on Obi and if the problem persists, please call 1-844-HelpObi.
- Servicing should be performed by an authorized representative.
- Do not plug this device into a voltage system that is different from the voltage system specified on Obi or the Obi charger.
- Do not attempt to disassemble Obi.
- Do not modify Obi in any way as this may damage the device or lead to severe injury.
- To prevent injury or bodily harm, use Obi according to the Quick Start Guide and this manual.
- Only use the provided Charging Cable to charge Obi:

Power Partners, PEAD72SF-13-1-BT1
- To avoid danger of suffocation, keep plastic bags away from babies and children. Do not use bags in cribs, beds, carriages, or playpens. The bags are not toys.
- CHOKING HAZARD – small parts. Not for children under 3 years. Use with adult supervision only.

CAUTION:

- Do not operate or store Obi in extreme environments. Obi is designed to be operated and stored in normal room temperature and humidity.
- Do not place Obi on a wet surface.
- Do not place Obi on an inclined surface.
- Do not carry Obi by the Arm.
- Do not place anything on the Arm. This may damage the Arm.

- Do not crack or damage the housing of Obi. If the housing of Obi is cracked or damaged, do not operate the device and contact the manufacturer immediately.
- Do not microwave any other portion of Obi other than the Plate.
- Do not place any part of Obi, other than the Plate, Placemat, and Spoon, in the dishwasher.
- Do not use solvents on Obi (for example: turpentine, mineral spirits, gasoline, petroleum distillates, etc.). See Operating Instructions for proper cleaning.
- Improper assembly of the Plate and Placemat on Obi may cause damage to the device and spillage of food.
- Do not place any component of Obi in an oven.
- Do not drop Obi. Handle with care and only as directed.
- Use caution microwaving the Plate to prevent, warping, scorching, discoloration, blistering, and other problems.
- Do not cross or tangle wires connected to Obi to prevent trip hazards.
- Do not operate Obi without a caregiver being present.
- Do not place containers of liquid or any other item within 12 inches of the device to prevent any collisions with the Arm while it is operating.
- Wash the Obi Spoon, Plate, and Placemat before their first use and after each subsequent use.
- In order to maximize Obi's lifespan, avoid using continuously for periods longer than one hour.
- Charge Obi before first use.
- Unplug Obi during lightning storms or when unused for long periods of time.
- The product label with the serial number is located on the bottom (sitting surface) of Obi.

SAVE THESE INSTRUCTIONS

SYMBOLS

The following is a list of symbols that appear on the product or its labeling:



CAUTION: Risk of Electric Shock. Use as Instructed.



Underwriter's Labs evaluated this product. It complies with the standards for safety specified in *UL1431: Personal Healthcare & Hygiene Appliances*.



This product must not be discarded as part of household waste and should be delivered to an appropriate collection facility for recycling. Proper disposal and recycling helps protect natural resources, human health, and the environment. For more information on disposal and recycling of this product, contact your local municipality, or disposal service.



This part is made with food safe material (the Plate, Placemat, & Spoons).



This part is safe for use in the microwave (the Plate)



This part is safe for use in the dishwasher (the Plate, Placemat & Spoons).



This part is safe to store in the refrigerator and freezer (Plate).



This part should be recycled.



This part is BPA free.

USER PROFILE

Obi accommodates a wide spectrum of people who have difficulty feeding themselves. Please ensure potential users possess the ability to safely, and successfully, operate Obi. The following describes the Obi user profile:

Persons with the following conditions:

- Amyotrophic Lateral Sclerosis (ALS)
- Amputees
- Arthrogryposis Multiplex Congenital (AMC)
- Blindness
- Brain Injury
- Cerebral Palsy
- Essential Tremor
- Muscular Dystrophy
- Multiple Sclerosis
- Parkinson's Disease
- Spinal Cord Injury
- Other conditions impairing upper extremity motor control

Intended User Population:

- Male or Female
- 5 years and older
- Cognitive capability to operate a simple machine
- Ability to make decisions about food selection and consumption
- Ability to chew and swallow

Any person with the following attributes should NOT operate Obi:

- Chewing and swallowing impairment
- Inability to operate a simple machine
- Inability to make decisions about food selection and consumption

PACKAGE CONTENTS

This package includes the following contents:

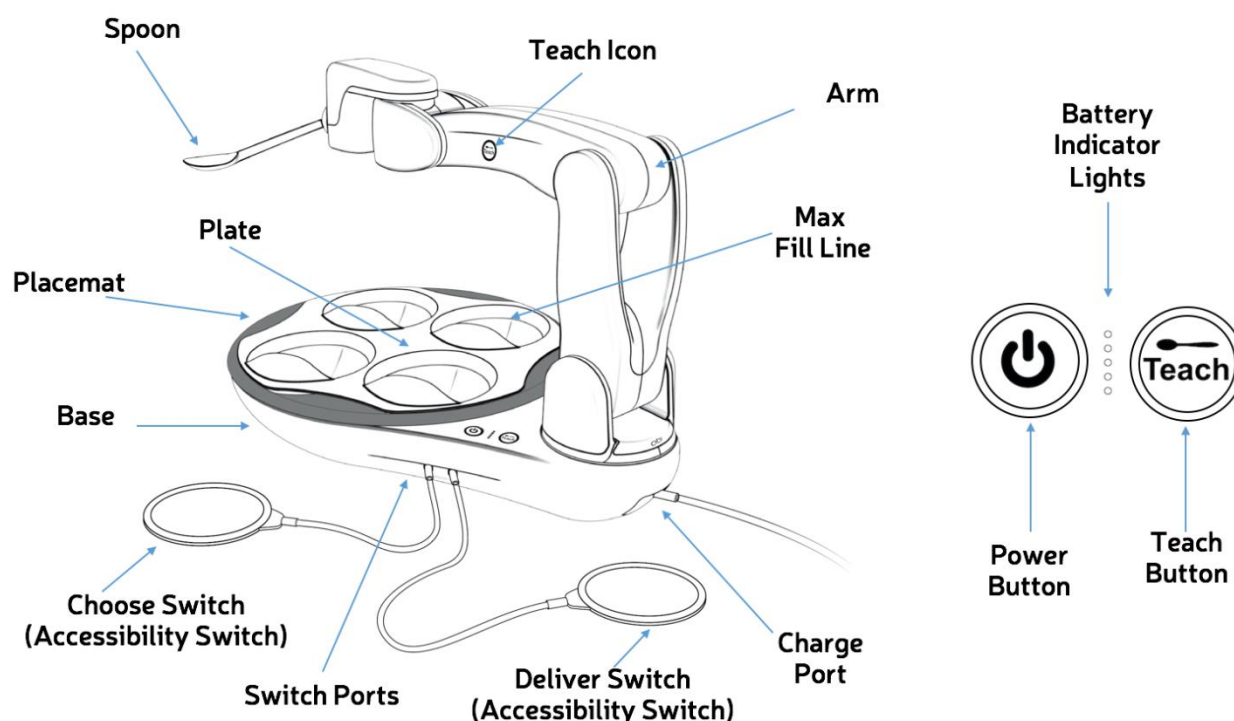
- Charging Cable
- Obi
- Placemat
- Plate
- Quick Start Guide
- Spoon – Large (LG)
- Spoon – Small (SM)
- User Manual
- Welcome Sheet

PRODUCT DESCRIPTION

Obi is a machine intended for individuals who cannot feed themselves. Obi's functionality mimics a human arm during eating. At least one off-the-shelf Accessibility Switch is required to eat with Obi. There are various types and styles of Accessibility Switches for purchase through DESiN LLC and other vendors. These easily attach to Obi, allowing the user to:

- Select what food to eat (Choose Switch).
- Select when to eat (Deliver Switch).

The following image illustrates Obi's parts and features:



OPERATING INSTRUCTIONS

Please refer to the **Quick Start Guide** for general operating instructions and added visuals. If needed, download an electronic copy of the **Quick Start Guide** at www.MeetObi.com

FOOD PREPARATION

If prepared to an appropriate size, nearly any food works with Obi. Optimally, $\frac{1}{4}$ " by $\frac{1}{4}$ " (about the size of a pea) works best, but up to $\frac{3}{4}$ " by $\frac{3}{4}$ " (about the size of a raspberry) also works. Furthermore, beverages are consumable with Obi.

Note: Filling beyond the Max Fill Line makes capturing and delivering food more difficult for Obi and may cause spillage.

Note: The Plate is microwave safe. However, use caution when microwaving the Plate to prevent, warping, scorching, discoloration, blistering, and other problems.

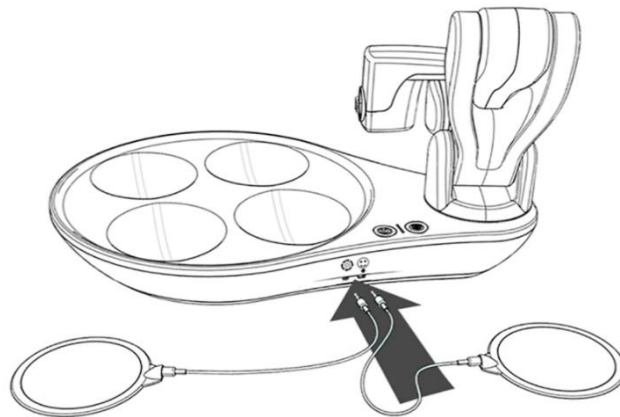
Note: The Plate (with or without food) may be safely stored in the refrigerator or freezer.

SET UP

Place Obi on a level, flat and dry surface. Ensure there are no dinner glasses or other objects within twelve inches of any part of Obi's Base.

Next, ensure Obi is seated at a location and orientation accommodating the user's mouth (See teach space image, page 11). This may take trial and error before achieving a desirable configuration.

Once positioned properly, gently move the Arm to the right of the bowl compartments as shown below. Then, insert chosen Accessibility Switches into the Deliver Port and/or Choose Port of Obi.



One Switch Mode

Obi also operates with a single Accessibility Switch installed. Simply insert the switch into either the Deliver or Choose Port. Regardless of the port, Obi will operate the same: The installed Accessibility Switch will act like a Deliver Switch.

That is, Obi will automate the choosing of bowls (moving one bowl position counterclockwise) every few delivery cycles.

Note: Obi's Switch Ports are 3.5mm barrel jack (headphone jack) connectors. Nearly any Accessibility Switch with this connector can work with Obi. To ensure compatibility, purchase through our website, www.MeetObi.com.

Note: Velcro tape may be helpful to secure adaptive switches in place i.e. headrest, floor, tabletop, armrests etc.

Insert the Placemat then Plate, ensuring the keyed slots align. When the Placemat and Plate align incorrectly, they are not stationary and do not function properly.

Note: Wheelchair specific table and tray attachments may be available to use with Obi. Please contact your wheelchair manufacturer to see if such an accessory exists.

POWERING ON

Ensure the Arm is positioned similarly to the previous image (page 9), and gently touch the Power Button. The button will illuminate a continuous white and Obi will wake to greet you. Obi's Arm will then position itself above the first bowl.

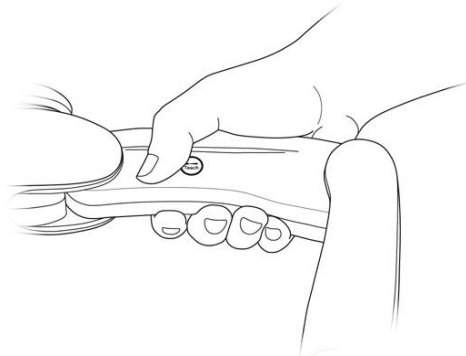
Note: If the Teach Button flashes after pressing the Power Button, the Arm must be moved. Please ensure the Arm position is similar to the previous image (page 9).

TEACH MODE

Teach Mode quickly tailors a food delivery position for each user.

To enter Teach Mode, gently touch the Teach Button on the Base. When the button activates, it illuminates a continuous white.

Grasp the Arm, with a finger touching the Teach Icon, and lift as shown in the images below. After touching the Teach Icon, the Arm will fall if not lifted. Ideally, the thumb should cover the Teach Icon and the fingers should wrap around the Arm as shown below.



When the Teach Icon is covered, power will disengage from some motors and the Arm will allow movement. The last two sections of the Arm will remain engaged and will keep the Spoon level when moving within the workspace.

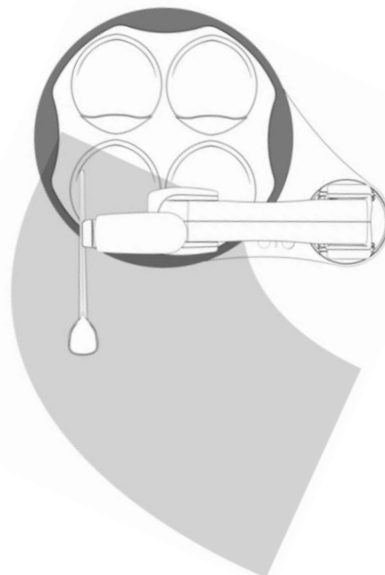
After achieving a desired location, release the Arm. Obi will immediately hold position. If another change in position is necessary, simply grasp the Arm again and move as previously instructed. Repeat as many times as needed.

Once satisfied with the food delivery location, press the illuminated Teach Button to store the position to Obi's memory. Obi will remember the taught position until re-taught (irrespective of how many times powered on and off). If the Teach Button is flashing, the current position is invalid (see notes below) and cannot be stored.

Note: Not all physical positions are valid for teaching a point of delivery. An approximate recommended teach space (for the tip of the Spoon) is shown grey in the aerial view below. If the Arm has been moved outside the teach space, the Teach Button on the Base will begin to flash and Obi will shake his head side to side. A flashing Teach Button means "please relocate the Arm". A head shaking side to side means "the Arm is being handled incorrectly".

Note: If left unsupported in an extended invalid position, the Arm will fall and the Teach Button will continue to flash. When this occurs, promptly re-teach the Arm as previously instructed. If left unsupported for a few seconds, Obi will power off. If this happens, simply move the Arm to the right of the Plate as shown in the "Set Up" section and power on Obi again.

Note: If Obi senses a user or object attempting to move the Arm in any manner other than described in this "Teach Mode" section, Obi will shake his head side to side, meaning "please don't handle me this way".



Note: During Teach Mode, the Arm should move easily. First, please ensure a finger is in contact with the Teach Icon. Do not force the Arm to move. If the Arm is not operating properly, please contact an authorized service representative.

EATING

To capture and transport food, activate the Deliver Switch:



To select a bowl, activate the Choose Switch:



After several scoops from the same bowl, Obi will use the Spoon to reposition the food to keep capture consistent.

Note: After activating an Accessibility Switch, Obi will carry out the complete choose or deliver sequence. While the Arm is in motion, interruptions (besides collision) cannot occur. That is, the Accessibility Switches and Teach Button will only operate when the Arm is stationary. On the contrary, the user may activate the Power Button at any time.

COLLISION

If an object interferes with the moving Arm, Obi will stop and slightly back away. During this situation, the Power Button will flash. After the collision occurs, please first remove the obstructing object. When ready, press either switch and Obi will continue the intended path.

Note: If the Spoon collides with an object, it is likely to disconnect and fall. This occurs to prevent injury.

POWERING OFF

To turn off Obi, gently touch the Power Button continuously for one second. Obi will proceed to the sleep position and turn off.

Note: If the power off command is given while the Arm is in motion, the Power Button will repeatedly double flash. This signals “command received” and Obi will proceed to the sleep position and turn off once present movement is finished.

CLEANING

Remove the Plate, Placemat and Spoon for cleaning, as needed. These three components are dishwasher safe, top rack only. They may also be hand washed with dish soap and warm water.

To clean the Base and Arm, use a damp cloth or household disinfecting wipe. Do not spray the Arm directly with any liquid.

Note: The Base and the Arm of Obi are NOT dishwasher safe.

Note: To maximize part life, wash the Plate, Placemat, and Spoon with dish soap by hand.

Note: If food catches and removal is not achievable, please contact a service representative.

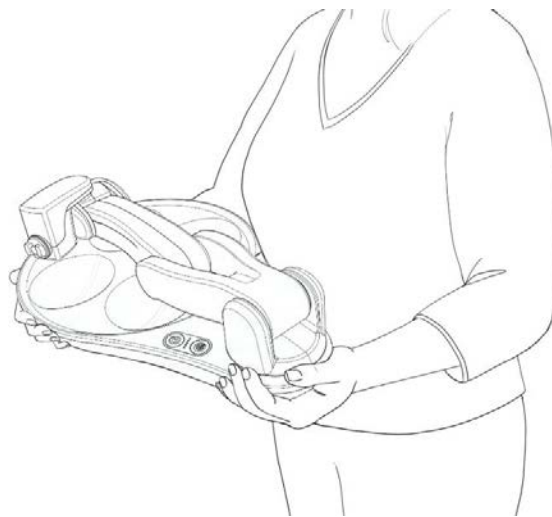
STORING

Obi should be stored in a clean, dry place at room temperature.

Note: The Obi package makes a great storage container.

TRANSPORTING

For easy carrying or travel, place the Arm in the Transport Position as shown below (with or without the Spoon, Plate and Placemat).



Note: The Obi Package includes a durable handle, making a convenient travel case.

CHARGING

When only one Battery Indicator Light is illuminated, Obi needs to charge. The single light will begin flashing quickly when Obi is about to run out of power.

If Obi does run out of power, the Arm will automatically move to the sleep position and Obi will power off.

Connect the Charging Cable to a 120-volt wall socket and the Charging Cable jack to the Obi Charge Port, located under the device Arm. See the “Product Description” section for a visual.

When the top illuminated Battery Indicator Light flashes, the battery is successfully charging. As the battery charges from empty to full, the five Battery Indicator Lights will proportionately illuminate a continuous white. For example, if three of the five Battery Indicator Lights are illuminated a continuous white, the battery is sixty percent charged.

Once all five Battery Indicator Lights are illuminated, and no flashing occurs, Obi has a full charge. Disconnect the Charging Cable from Obi and the wall socket.

Note: Only use the Charging Cable provided with Obi.

Note: Obi does not need a full charge before disconnecting the Charging Cable; partial charging is acceptable.

TROUBLE SHOOTING, MAINTENANCE & SERVICING

If Obi has a problem, it will flash all the lights (see **Quick Start Guide**). As a first step in trouble shooting, always turn Obi off for ten minutes. After the ten-minute break, power on Obi and if all lights continue to flash, please call 1-844-HelpObi. An authorized representative will help trouble shoot or coordinate the return and servicing of Obi.

Note: If the device will not power off per the instruction in the “Powering Off” section, touch the Power Button continuously for five seconds. Obi will power off. Be cautious, as when the power is cut using this method, the Arm will immediately fall.

END OF LIFE

Should it come time to part with Obi, please do not toss Obi into a trash receptacle. Contact a local waste collection facility for instructions on proper recycling and disposal of electronic devices. Please dispose of the battery properly. If you are unable to contact a local recycling center, please call us at 1-844-HelpObi.

LIMITED WARRANTY

DESiNLLC (“DESiN”) guarantees, subject to the terms below, that if your Obi is verified to be defective in material or workmanship at the time of delivery, DESiN will, at its discretion, either: (i) repair Obi using new or refurbished parts or (ii) replace Obi with a new or refurbished device.

Terms: This Limited Warranty expires 12 months from the date of shipment or after the first 400 hours of Obi’s usage, whichever occurs first.

Limitations: This Limited Warranty excludes Spoons, Plates, Placemats, and switches. Spoons, Plates, Placemats, and switches are non-returnable once used. Only manufacturing defects of materials or workmanship are covered when Obi is used properly and maintained in accordance to all included instructions. This warranty is void if Obi is improperly handled, dropped, put in a microwave, or exposed to excessive liquid(s), etc. In addition, any attempt(s) to open or dismantle Obi, including the Arm or Base assembly, will void this warranty. The warranty is limited to the initial purchaser of the Obi. The term of warranty identified above also operates to limit any implied warranties of merchantability or fitness under State law. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. DESiN LCC will not be liable for any incidental or consequential damages as a result of customer use. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Instructions: In order to obtain warranty service, deliver the Obi in either its original packaging or packaging with an equal degree of protection to the service center designated by an authorized DESiN representative. An intact serial number or UPC is required for warranty claims. Customer is responsible for all shipping and handling charges for the return of the Obi for warranty service. For information on how to obtain warranty service on your device:

Call DESiN LLC:
1-844-HelpObi (435-7624)

Email DESiN LLC:
Service@MeetObi.com

Other Terms and Conditions/Legal Rights: This warranty is issued pursuant to the terms and conditions of sale entered into when you purchased your Obi, the provisions of which govern this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Return Policy: An unopened and unused Obi generally can be returned within 14 days for a refund. Call 1-844-HelpObi or Service@MeetObi.com for return details.

TERMS AND CONDITIONS

1. **Acceptance:** All Purchase Orders (as defined below) or other proposed agreements for the sale of goods ("Goods") by DESiN LLC ("DESiN") are subject to acceptance, in writing, by DESiN and are not binding on DESiN unless so accepted. These Standard Terms and Conditions ("Standard Terms of Sale") are applicable to all purchase orders, quotations, schedules or ancillary agreements concerning the sale of Goods, of any nature (collectively, the "Purchase Order"), and are the only terms and conditions that apply to the sale of DESiN's Goods, except those specifically set forth in any Purchase Order and accepted in writing by DESiN. Any term or condition or standard of performance different from or in addition to these Standard Terms of Sale, whether set forth on the Purchase Order or otherwise proposed by Customer, must be agreed to, in writing, by DESiN in advance, and in the event of any conflict or inconsistency, between these Standard Terms of Sale and any Purchase Order or other document proposed by Customer, these Standard Terms and Conditions will control. Customer agrees that Customer's submission of a Purchase Order to DESiN or Customer's acceptance of any Goods provided by DESiN shall constitute Customer's irrevocable acceptance of these Standard Terms of Sale.
2. **Prices:** Prices for the Goods set forth in the Purchase Order, unless otherwise stated in writing, do not include taxes, as set forth in these Standard Terms and Conditions, transportation or shipping charges, special packaging or other services unless otherwise set forth in the Purchase Order. Prices are all quoted in denominations of United States' Dollars. The price for custom items not otherwise available for sale will be quoted by DESiN on a job-by-job basis. DESiN reserves the right to correct any error in prices.
3. **Terms of Payment:** Unless otherwise specified in writing, payment shall be received by DESiN prior to any shipment of any Goods. Payment shall be made in denominations of United States currency.
4. **Customer Inspection:** Upon Customer's receipt of shipment, Customer shall immediately inspect the Goods. Unless Customer provides DESiN with written notice of any claim for shortages of or patent defects in the Goods within five (5) days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Customer and in full compliance with these Standard Terms of Sale.
5. **Delivery/Packaging:**
 - a. DESiN shall use reasonable commercial efforts to make delivery of Goods or perform services within the time requested on Customer's Purchase Order. DESiN shall use its own discretion in choice of carrier and method of packing. DESiN has no obligation to obtain insurance for Customer covering Goods in transit to Customer.
 - b. Prices stated are Based on DESiN's standard packaging. Packaging will be standard commercial packaging and acceptable to the commercial carrier.
6. **Cancellation and Returns:** Only unopened and unused Goods can be returned to DESiN for a refund of the Customer's purchase price, provided Customer returns such Goods to DESiN within 14 days after the date of shipment to Customer. All returns must be postmarked by the fourteenth day. Customer is responsible for all shipping costs to return any Goods. Prior to issuing any refund, DESiN reserves the right to inspect all returned Goods to determine whether such Goods remain unopened and unused. No other returns of Goods shall be accepted without the prior written approval of DESiN. DESiN may exclude special orders from this 14-day return policy if done so in writing prior to accepting Customer's order.
7. **Force Majeure:** DESiN will not be liable or otherwise responsible for any damage, loss, fault, or expenses arising out of delays in manufacturing, shipment or other non-performance of any Purchase Order caused or imposed by: strikes, fires, disasters, riots, acts of nature; intervention of government, war or threat of war, acts of terrorism, conditions similar to war, sanctions, blockades, embargoes; acts of Customer; shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities; governmental action, subcontractor delay or any other cause, condition or circumstance beyond DESiN's reasonable control (collectively, "Force Majeure"). If there is a delay or nonperformance due

to Force Majeure, then DESiN may, at its option, and without liability, revoke all or any portions of its acceptance of Customer's Purchase Order and/or extend any date upon which any performance thereunder is due.

8. Limited Warranty/Disclaimer of Warranties: The parties expressly agree that Customer's sole and exclusive remedy against DESiN shall be for the repair and replacement of defective Goods as provided herein. THE WARRANTIES SET FORTH BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO AFFIRMATION OF DESiN, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION, NOR ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, MADE BY DESiN TO CONSUMER PURCHASERS OF THE GOODS SHALL CONSTITUTE A WARRANTY HEREUNDER. DESiN's warranty does not apply to any Goods that have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than DESiN or one of DESiN's authorized agents. In no event shall DESiN be responsible for the quality or performance of any goods manufactured by other parties; such Goods shall carry only the warranty of the manufacturer.

Except as otherwise set forth below, any claim by Customer with reference to the Goods sold pursuant to the Purchase Order shall be deemed waived by the Customer unless submitted in writing to DESiN within the earlier of (i) five (5) days following the date Customer discovered, or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty, or (ii) thirty (30) days following the date of shipment. Any legal dispute for breach of the foregoing warranty shall be initiated within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

Subject to the provisions of these Standard Terms of Sale, the Limited Warranty that applies to all Goods sold is as follows:
SEE LIMITED WARRANTY.

9. Limitation of Liability: DESiN WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PAIN AND SUFFERING, OR PUNITIVE DAMAGES TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE REPLACEMENT OR REFUND REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER. "CONSEQUENTIAL DAMAGES" FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS).

10. Safety Information: DESiN has supplied or made available to Customer certain information relating to safety conditions and procedures concerning the Goods, and Customer acknowledges receipt thereof and further acknowledges that it has reviewed and understands same. Customer agrees to abide by all safety procedures and warnings provided by DESiN, and further agrees to use the Goods only in conformity with the instructions provided and the intended use(s) of the Goods.

11. Trademarks: The purchase of Goods from DESiN does not entitle Customer to use, register, or otherwise identify Customer or its business with the name, trademark, service mark or other identity of DESiN or the name Obi or its likeness without express written permission from DESiN. All such marks and goodwill associated with such marks remain the sole and exclusive property of DESiN.

12. Taxes: Unless otherwise specifically provided on the face of any Purchase Order, the price for the Goods purchased does not include sales, use, excise or similar taxes, whether tariffs, duties, special assessments. The amount of any such taxes, tariffs, duties and special assessments applicable to the Goods shall be paid by Customer in the same manner and with the same effect as if originally included in the purchase price.

13. **Additional Charges:** If substitute or additional Goods, or repair parts, are purchased by Customer from DESiN, the provisions of these Standard Terms of Sale shall be applicable to such purchase, the same as if such substitute or additional Goods or repair parts had been originally purchased hereunder.

14. **Entire Agreement:** These Standard Terms of Sale, together with the terms and conditions contained on the face side of DESiN's invoice or quotation, constitute the entire agreement between DESiN and Customer with respect to the matters contained therein, and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings, acceptance or acquiescence in a course of performance and no usage of the trade shall be relevant to supplement, explain or modify any terms contained herein. All representations, promises, warranties or statements by an agent or employee of DESiN that differ in any way from the terms and conditions hereof shall be given no effect or force. No waiver or alteration of terms herein, including any added or different terms identified on any invoice, quotation, or Purchase Order, shall be binding unless in writing signed by an executive officer of DESiN.

15. **Priority:** In the event of any inconsistency among the provisions in these Standard Terms of Sale or the Purchase Order, precedence shall be given first to these Standard Terms of Sale, and second, to the special terms and conditions contained on the face of the Purchase Order and accepted, in writing, by DESiN.

16. **Governing Law:** The sale of Goods pursuant to the Purchase Order shall be subject to and construed in accordance with the laws of the State of Michigan, United States of America, applicable to contracts made and performed in the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Exclusive jurisdiction and venue for any action arising between the parties with respect to the Goods shall lie in the Courts of Oakland County, Michigan or in federal courts situated in the Eastern District of Michigan (Southern Division) if federal court jurisdiction is invoked. The parties irrevocably consent and submit to the personal jurisdiction of said courts and agree not to challenge or assert any defense to the exclusive jurisdiction and venue of said courts including, without limitation, forum non conveniens. Customer and DESiN agree that, notwithstanding these exclusive jurisdiction and venue provisions, the parties intend to be bound by the mandatory arbitration clause articulated in these Standard Terms of Sale. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

17. **Severability:** If any provision of these Standard Terms of Sale is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of Customer and DESiN, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of these Standard Terms of Sale and the Purchase Order shall remain in full force and effect.

18. **Non-Waiver:** No change, modification or waiver of any provision of these Standard Terms of Sale shall be valid or binding unless it is accepted in writing, by DESiN. A waiver by either party of any breach or failure to enforce any term or condition of these Standard Terms of Sale shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of these Standard Terms of Sale.

19. **Binding / Non-Assignment:** This contract shall be binding upon and shall inure to the benefit of the successors, and permitted assigns of Customer and DESiN, provided, however, that Customer may not assign any portion of its rights or delegate any portion of its obligations hereunder or under any Purchase Order without in each instance obtaining DESiN's prior written consent. Any attempted assignment by Customer or assignment by Customer of this contract without DESiN's prior written consent is void.

20. DESiN's Performance Excused Upon Customer's Breach: In addition to the rights and remedies conferred upon DESiN by law or in equity, DESiN shall not be required to proceed with the fulfillment of any Purchase Order or the performance of any contract if Customer is in default in the performance of any order or contract with DESiN, and in cases of doubt as to Customer's financial responsibility, shipments under this order may be suspended or sent sight draft with bill of lading attached by DESiN. Additionally, in the case of subsequent orders or, in the case of open Purchase Orders, DESiN is not required to proceed with the fulfillment of any subsequent order or perform such open Purchase Order if Customer is in breach with regard to any prior fulfilled orders, including, without limitation, non-payment.

21. Binding Arbitration: Any controversy or claim arising out of or relating to the Goods, these Standard Terms of Sale, or any related agreement between Customer and DESiN shall be settled by binding arbitration in accordance with the following provisions:

- a. The agreement of the parties to arbitrate covers all disputes of every kind relating to or arising out of these Standard Terms of Sale and the goods, as well as any claim based on tort or any other causes of action relating to the transactions contemplated by of these Standard Terms of Sale, such as claims based on an allegation of fraud or misrepresentation and claims based on a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties
- b. The forum for the arbitration shall be Oakland County, Michigan (USA).
- c. The governing law for the arbitration shall be the laws of the State of Michigan, as more fully provided for in the "Governing Law" section of these Standard Terms of Sale.
- d. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such an agreement within 10 days after the initiation of an arbitration proceeding, each party shall select one arbitrator, and those two arbitrators shall then select, within 10 days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within that 10-day period, a third arbitrator shall be appointed through the Arbitrator Selection Process facilitated through the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding on the parties.
- e. The rules of arbitration shall be the Consumer Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree on at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those rules and the provisions of this Section 21, the provisions of this Section shall prevail.
- f. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have the power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages or award, pain and suffering, or any other damages that are excluded under the provisions of these Standard Terms of Sale.
- g. Each party shall bear its own fees and expenses (including attorney fees) regarding the arbitration and any related proceeding, and the parties shall share equally the fees and expenses of the arbitrators.
- h. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the state of Michigan consistent with these Standard Terms of Sale. The award rendered by arbitration shall be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction in the United States.



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This device is exempt from Part 15 of the FCC Rules.

This manual complies with UL1431 and 21CFR801.

Obi is registered and listed with the Food and Drug Administration (FDA).

Revision 1.1, January 13th, 2015