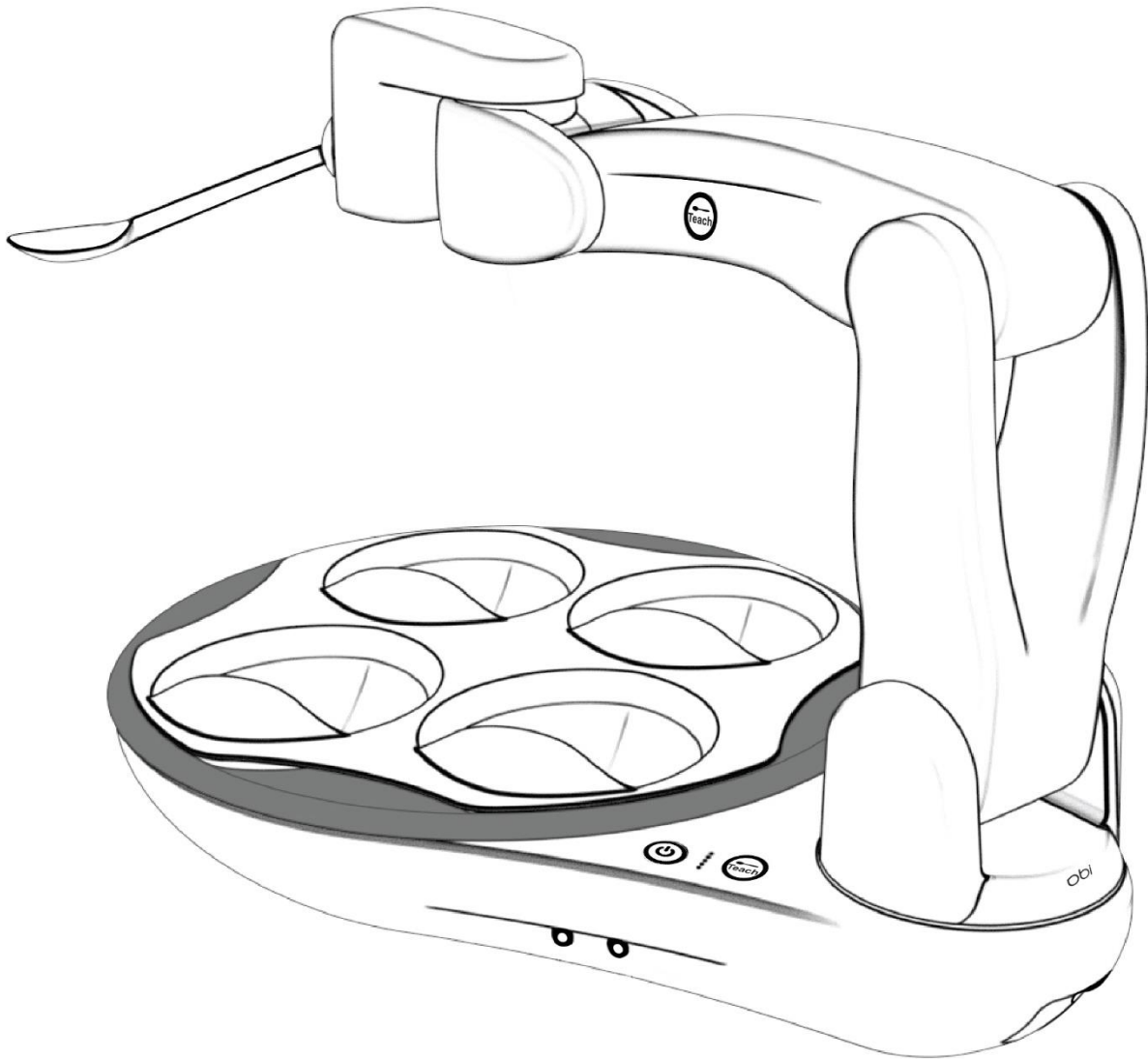


# obi<sup>®</sup>



## USER MANUAL

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## **DISCLAIMER**

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This product uses software/firmware to which the company holds the rights.

Address comments to: [info@meetobi.com](mailto:info@meetobi.com)

## **TRADEMARKS**

® Obi is a registered trademark of DESiN LLC.

# NOTES

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# INTRODUCTION

Hello, and welcome to the Obi User Manual!

We are excited for you or your loved one to experience all that Obi has to offer!

This document contains information regarding intended use and how to ensure a safe and successful interaction with Obi. This manual contains the essential safety warnings, instructions for interaction with the product, including its disposal, and contact information if needed.

Please read this information carefully: more knowledge obtained will increase safety and enjoyment of your Obi dining experience.

Always remember to keep this user manual in a convenient location for reference at any time.

This document is also available in electronic version at [www.meetObi.com](http://www.meetObi.com).

If you would prefer a visual tutorial, the Setup Video is available at [www.meetObi.com](http://www.meetObi.com).

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

This manual complies with UL1431 and 21CFR801.

## 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, other liquid or snow. Obi is water resistant only (IP21)
- 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:

Relating to the Charging Cable (AC Adapter):

- Never operate Obi: if it has damaged cords or plugs; if it is not working properly; if it has been damaged or dropped into water. Return the product to a service center for examination and repair. Please see the “Contact Information” section.
- Keep the cords away from heated surfaces.
- Do not use the Charging Cable in steamy, damp, or dusty areas.
- Do not modify the Charging Cable in any way.
- Do not cover the Charging Cable with clothing, blankets or other materials.
- Do not touch the Charging Cable with wet hands.
- Do not plug this device into a voltage system that is different from the voltage system specified on Obi or the Obi Charging Cable.
- Do not place the Charging Cable in the mouth.
- Do not use or leave the Charging Cable in direct sunlight.

- Do not touch the Charging Cable for a long period of time.
- Only use the provided Charging Cable to charge Obi:  
Power Partners, PEAMD-72SF-13-1-BT1
- If the Obi Charge Cable does not fit the wall outlet in your region, please contact the distributor for a different power supply or a recommended power adapter. Only use a power adapter recommended by the distributor or DESiN LLC.
- Unplug the Charging Cable during lightning storms or when unused for long periods of time.

#### GENERAL:

- 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 use while sleeping or drowsy.
- Prior to first time use, please charge the device for approximately half an hour.
- 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 with foods or liquids.
- Remove and fill the Plate's bowls with food and beverages only, unless otherwise specified by manufacturer.
- Do not place any component of Obi in an oven.
- Only service Obi with an authorized service representative.
- Do not attempt to disassemble Obi.
- Do not remove any labeling from 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.
- 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.

#### **MICROWAVE HEATING:**

- Do NOT microwave any other portion of Obi other than the Plate.
- When heating food, do NOT use a power setting greater than 600Watts.
- If any food in contact with the Plate reaches a temperature of 150°C (300°F) or greater, damage to the Plate is possible (blistering, discoloration, etc).
- Microwave at your own risk of damage to the Plate.

#### **CAUTION:**

- Obi is not intended to diagnose, treat or monitor any medical condition.
- Obi is not a measuring device or a sterile device.
- Do not use Obi as a method of administering medication.
- Do not push, pull or force the Arm to move while Obi is powered on.
- Do not operate or store Obi in extreme environments. Obi is for operation and storage at normal room temperature and humidity.
- Do not place Obi on a wet surface.
- Do not place, store or operate 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 place any part of Obi, other than the Plate, Placemat, and Spoons, in the dishwasher.
- Do not use solvents on Obi (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 drop Obi. Handle with care and only as directed.
- Do not cross or tangle wires connected to Obi to prevent trip hazards.
- Only use Obi with a caregiver's supervision.
- 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.
- The product label with the serial number is located on the bottom (sitting surface) of Obi. See "Technical Specifications" for more information.
- Do NOT use Obi at room temperatures less than 13°C or greater than 30°C (55-85°F).
- Do not intentionally deform or misshape the Spoons.
- Obi is a delicate precision instrument and custom packaging solutions for shipping may not adequately protect Obi from functional damage.

## **ELECTROMAGNETIC ENERGY (EM):**

- Be aware that adding accessories or components, close to Obi's base, may make it more susceptible to electromagnetic interference (EMI) (There is no easy way to evaluate their effect on the overall immunity of the power wheelchair and/or your Obi).
- Be aware of nearby transmitters, such as radio or TV stations, and try to avoid coming close to them.
- In the presence of EMI, the following degradations may occur, and are free from unacceptable safety risk to the patient or operator:
  - Motion disrupted by arm falling (hard faulting), with all visual indicators flashing, then powering off.
  - Movement from above one bowl to above another (choose sequence), without a user command
  - Scoping movement into a bowl, followed by movement to the point of delivery (food delivery sequence), without a user command.
- Report all incidents of unintended shut down to DESiN LLC or a local distributor, and note whether there is a source of EMI nearby.

## **SAVE THESE INSTRUCTIONS**

## REGARDING THE LITHIUM ION BATTERY

### For Customers in the U.S.A. and Europe:

THIS PRODUCT CONTAINS A 48Wh LITHIUM ION BATTERY.

DISPOSE OF LITHIUM ION BATTERIES PROPERLY.

Do not attempt to disassemble Obi and remove or replace the battery pack.

Contact a local recycler, waste treatment facility, the distributor or DESiN LLC for further information on proper disposal. Please see the “Contact Information” section.

### WARNING:

- The battery pack used in this device may present a fire or chemical burn hazard if mishandled.
- Do not dispose of batteries in a fire or trash incinerator.
- Use of a different battery may present a risk of fire or explosion.
- Do not disassemble, puncture, modify, drop, throw, or provide unnecessary stress to batteries.
- The battery pack used in this device can be recycled and a local waste treatment center may accept it.
- Dispose of batteries according to local laws and regulations in your region.
- Some regions prohibit the disposal of lithium ion batteries in household and business trash.
- If you are not able to identify the applicable rules or waste treatment centers in your area, please contact a distributor or DESiN LLC.
- Special shipping requirements for lithium ion batteries may apply.

### CAUTION:

- Charge the battery at least once a year for infrequent use.
- Ensure the battery has at least a 40% nominal charge (2 solid LEDs) prior to storing for prolonged periods. This will help prevent a dead battery and increase battery life.

# SYMBOLS

The following is a list of symbols that appear on the product, its packaging or 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.



The letters "CE" abbreviate the French phrase "Conformité Européene", meaning, "European Conformity". It signifies that the device complies with applicable directives of the European Union, including the medical device directive as a Class I, non-sterile, non-measuring device.



For users in the European Union: This symbol indicates that the product is not to be disposed of with your household waste, according to the WEEE Directive (2012/19/EU) and your national law. This product should be handed over to a designated collection point, e.g., on an authorized one-for-one basis when you buy a new similar electrical and electronic equipment (EEE). Improper handling of this type of waste could have a negative impact on the environment and human health due to potentially hazardous substances that are generally associated with EEE. At the same time, your cooperation in the correct disposal of this product will contribute to the effective usage of natural resources. For more information about where you can drop off your waste equipment for recycling, please contact your distributor, local city office, waste authority, approved WEEE scheme, or your household waste disposal service.



This device complies with the European Restriction of Hazardous Substances Directive (2011/65/EU).



This part is safe for food contact (Plate, Placemat, & Spoons) and complies with the European Food Contact Directive (EC/1935/2004)



Microwave safe: In the presence of microwave radiation, the Plate alone will not heat to an unsafe handling temperature, warp, melt, or damage the microwave oven. This part complies with NEN EN15284 2007.



Dishwasher safe: Within a dishwasher top rack environment, the part alone will not heat to an unsafe handling temperature, warp, melt, or damage the dishwasher.



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



Please recycle this part at the end of its life (Plate, Placemat, & Spoons).



This part is BPA free (Plate, Placemat, & Spoons).



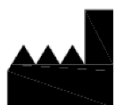
Please do not get the package wet.



Please store the package with this side up.



Please handle this package with care, fragile contents are enclosed.



This symbol indicates the medical device manufacturer.

## PACKAGE CONTENTS

This package includes the following contents:

- Obi
- Plate
- Placemat
- Spoon – Large (LG)
- Spoon – Small (SM)
- 2X Accessibility Switches
- Charging Cable / Power Supply
- User Manual
- Quick Start Guide
- Welcome Sheet



PLEASE SAVE OBI'S ORIGINAL PACKAGING MATERIALS IN CASE SHIPPING IS NECESSARY!

Obi is a precisely calibrated device and custom packaging solutions may not adequately protect Obi from functional damage.

## INTENDED USERS

Obi accommodates a spectrum of people who have difficulty feeding themselves. Please ensure potential users possess the ability to safely, and successfully, operate Obi as well as the ability to chew and swallow without assistance. The following describes the intended users:

Users may have the follow medical conditions:

- Amyotrophic Lateral Sclerosis (ALS)
- Amputees
- Arthrogryposis Multiplex Congenital (AMC)
- 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

## INTENDED USE

### Specification of Intended Use:

1. For those living with disability or disease affecting their upper extremities, Obi is intended to increase the diner's independence and confidence by providing choice among four compartments of food and when food is delivered to a region in front of their mouth. Obi is designed for intermittent use of up to one hour per meal.
2. For people with upper extremity impairment, this device automates the motion of a human arm during eating. Through use of a robotic arm, the device becomes an extension of the user, conducting his or her intent of what and when to eat.
3. Use of this device involves both an end user (user) and a caregiver.
  - a. The caregiver positions the device for optimal use, determines the appropriate Accessibility Switches, powers on the device, teaches the appropriate food delivery location, cleans and stores the device.
  - b. The user operates the Accessibility Switches to command food delivery and choose among the bowls.

**Note:** Obi does not diagnose, treat or monitor a medical condition. This Class I device is to help individuals compensate for an injury or disability only.

### Intended Conditions of Use:

1. Environments:
  - a. Assisted Living Centers
  - b. Homes
  - c. Hospices
  - d. Hospitals
  - e. Nursing homes
  - f. Rehabilitation centers
  - g. Restaurants
2. Locations:
  - a. Cafeterias
  - b. Dining Rooms
  - c. Kitchens
  - d. Living rooms
3. Mounting
  - a. A stationary, flat and dry table
  - b. Movable bed stand.



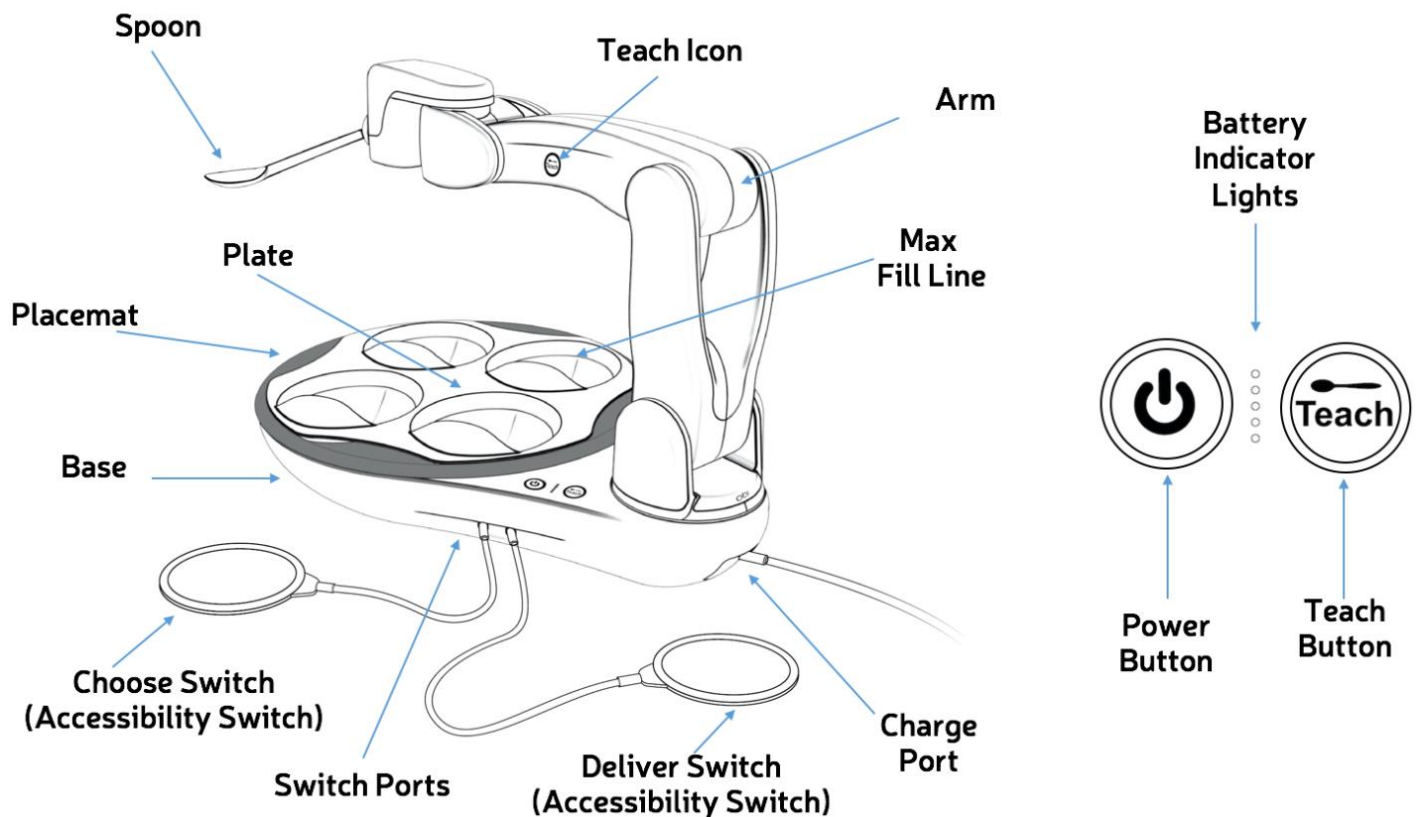
- c. Wheel chair mounting table accessory
4. Mobility
- a. Many users are likely to be in a mechanical or automated wheelchair at the time of use.
  - b. Operate Obi on a stationary, flat, hard, dry surface.
5. Hygienic Requirements:
- a. Clean the Plate, Placemat and Spoons with dish soap and water or in a dishwasher (using a detergent) before the first use, and after each subsequent use.
6. Frequency of Use:
- a. Obi is for intermittent use; to be operated continuously for an hour interval or less.
  - b. Between each meal, at least a one hour power off break is good practice. Significant power off breaks help maximize the life of Obi.
7. Contraindications:
- Any diner with one or more following attributes should NOT eat with Obi:
- a. Dysphagia, unless Obi is indicated by an experienced physician or therapist and considered safe.
  - b. Serious problems with chewing. In this case, Obi can be used if the food is prepared to an appropriate consistency.
  - c. Unable to operate any Accessibility Switch such as a Sip and Puff or Buddy Button.
  - d. Users can not maintain a sufficiently upright position.
  - e. Insufficient head control to receive and swallow food offered by Obi.
  - f. Correct use of the device cannot be understood.
  - g. Open mouth sores (e.g. cuts, ulcers, bleeding, recent oral surgery)
  - h. Injured skin on an area of the body used to activate accessibility switches or that makes contact with Obi.

## 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. Obi easily accommodates these, allowing the user to:

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

The following image illustrates Obi's main parts and features:



## OPERATING INSTRUCTIONS

Prior to first time use, please charge the device for approximately half an hour.

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](http://www.meetObi.com)

### FOOD PREPARATION

If prepared to an appropriate size, nearly any food works with Obi. Optimally, ¼” by ¼” (6mm X 6mm) or about the size of a pea works best. However, up to ¾” by ¾” (9mm X 9mm) or about the size of a raspberry should also work.

For an optimal experience, always fill the Bowls up to the Max Fill Line.

**Note1:** Filling beyond the Max Fill Line makes capturing and delivering food more difficult for Obi and may cause spillage upon capture and delivery.

**Note2:** The Plate (with or without food) may be safely stored in the refrigerator or freezer.

### MICROWAVE HEATING:

The Plate is the only Obi component deemed “microwave safe”. When the Plate alone is in presence of microwave radiation, it will not heat to an unsafe handling temperature, warp, melt or damage the microwave oven.

When heating food in the Plate, use a low power setting ( $\leq 600$ Watts).

Microwave in short intervals (~ 1 minute), stirring frequently between each interval to avoid hot spots. Plate damage is possible when food in contact with the Plate reaches temperatures above 150°C (300°F).

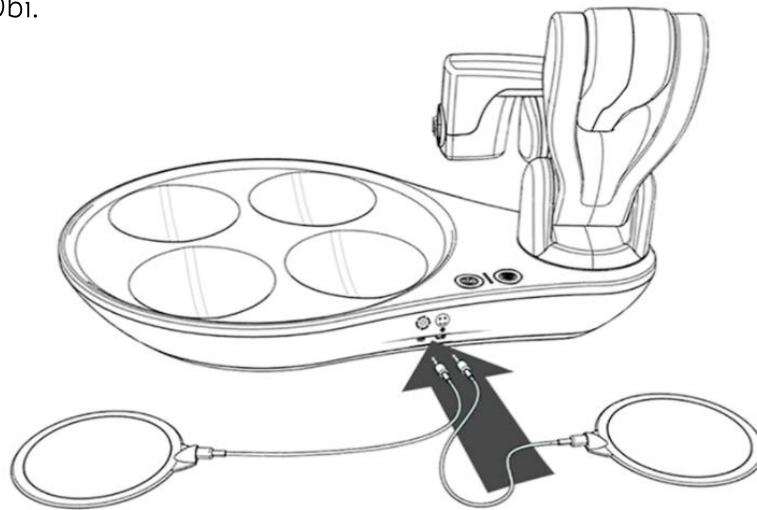
To maximize Plate life, warm or cook food in other glass or ceramic cookware made specifically for use in a microwave oven.

## SET UP

Place Obi on a stationary, 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 22). 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.



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 like a Delivery Switch.

Next, 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.

**Note1:** 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](http://www.meetObi.com).

**Note2:** Velcro tape may be helpful to secure adaptive switches in place i.e. headrest, floor, tabletop, armrests etc.

**Note3:** Wheelchair specific table and tray attachments may be available to use with Obi. Please contact your wheelchair manufacturer to see if such an accessory is available.

## POWERING ON

Ensure that the battery is sufficiently charged prior to use. To minimize risk of electromagnetic interference with other appliances and devices, it is recommended that Obi be operated with battery power (without charging cable plugged in – see Note3).

Ensure the Arm is positioned similarly to the previous image in the “Setup” section, 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.

**Note1:** If the Teach Button flashes after pressing the Power Button, the Arm must be moved. Please ensure the Arm is located in a similar area and orientation to the previous image in the “Set Up” section.

**Note2:** If the Power Button double flashes for a few moments, and the Arm does not move, the device is likely too cold or too warm. Please allow the device to sit at room temperature for up to a half hour before powering on again.

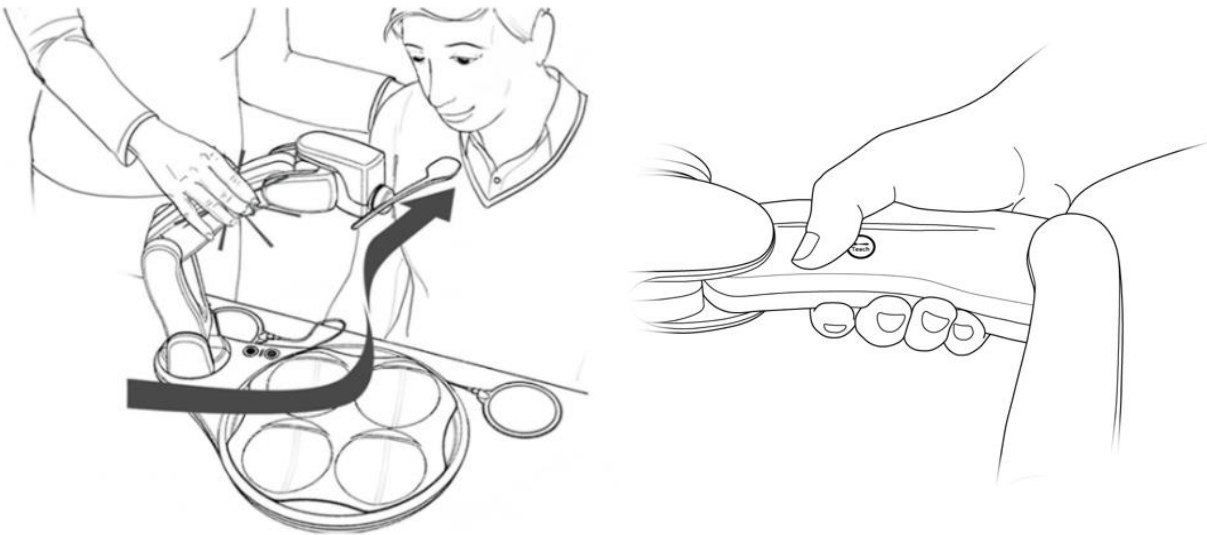
**Note3:** Operating Obi while the power supply is plugged in and actively charging may prevent compliance with radiated emissions limits in accordance with 47CFR15.

## TEACH MODE

Teach Mode quickly tailors a food delivery location 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. Ideally, the thumb should cover the Teach Icon and the fingers should wrap around the Arm, as shown below. While continuing to make contact with the Teach Icon, lift the Arm as shown in the images below.



When the Teach Icon is covered, the Arm will be free for the Caregiver to move. The last two sections of the Arm will remain engaged and will keep the Spoon level when moving within the teach space. If resistance to movement is present, the thumb is probably not completely covering the Teach Icon. **DO NOT FORCE** the Arm to move as this may cause motor damage.

After achieving a desired location, release the Arm. Obi will immediately hold position. If another change in position is necessary, simply grasp the Arm, with your thumb or finger covering the Teach Icon, and move as previously instructed. Repeat as many times as needed.

Once satisfied with the food delivery location, press the illuminated Teach Button on Obi's Base 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.

**Note1:** Not all physical positions are valid for teaching a point of delivery. An approximate recommended teach space (for the tip of the Spoon) is illustrated grey in the aerial view below. If the Arm has been moved outside the illustrated teach space, the Teach Button on the Base will begin to flash and Obi will shake / rotate his head side to side. These signal: “please relocate the Arm”.



**Note2:** 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 several 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.

**Note3:** A continuously illuminated Teach Button with the head shaking / rotating side to side means, “the Arm is being handled incorrectly”. A user is pulling or pushing the Arm without touching the Teach Icon.

**Note4:** 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 there are any issues, please see the “Contact Information” section of this user manual.

## DELIVERY COMMAND

To capture and transport food to the taught location, activate the Deliver Switch:



**Note1:** 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. However, the user may activate the Power Button at any time to Power Off the device.

## CHOOSE COMMAND

To select a bowl, activate the Choose Switch:



## RETURN COMMAND

After eating from the Spoon, either the Deliver Switch or the Choose Switch can be activated. Press the Deliver Switch to return the Arm to the same Bowl. Press the Choose Switch to return the Arm to a different Bowl.

## FOOD REMOVAL & REPLACEMENT COMMAND

If the diner initiates a Return Command immediately before or after the Spoon arrives at the food delivery location, the Arm will dispense the food back in the proper Bowl.

## REPOSITION SEQUENCE

After several scoops from the same bowl, Obi will automatically use the Spoon to reposition food back to the center of the bowl.

## ONE SWITCH MODE

Obi can operate off of one Accessibility Switch. 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.

## SLEEPING

After two minutes of inactivity, the Arm will move to the Storage Position to save battery power. In this position, the Arm remains stationary and the power button will stay illuminated. During this time, if the device senses any command, Obi will immediately wake up and continue normal operation. If the half hour elapses without any command, Obi will automatically power off.

## COLLISION DETECTION

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.



**Note1:** If the Spoon collides with an object, it is likely to disconnect from the Arm 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 Storage Position and turn off.

**Note1:** If the power off command initiates while the Arm is in motion, the Power Button will repeatedly double flash. This signals “command received” and Obi will proceed to the Storage Position and turn off once present movement is finished.

## CHARGING

Prior to first time use, please charge the device for approximately half an hour.

When only one Battery Indicator Light is illuminated and flashing, Obi needs to charge. The single light will begin flashing quickly when Obi only has a few minutes of power left.

If Obi does run out of power during operation, the Arm will automatically move to the Storage Position and Obi will power off.

To Charge in the US:

Connect the Charging Cable to a 120V, 60hz socket and to the Obi Charge Port, located under the device Arm. See the “Product Description” section for a visual.

To Charge in the European Union:

Connect the Charging Cable to a 230V, 50hz socket and to the Obi Charge Port, located under the device Arm. See the “Product Description” section for a visual.

When the illuminated Battery Indicator Light flashes slow, 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.

**Note1:** Only use the Charging Cable provided with Obi.

**Note2:** If the Obi Charge Cable does not fit the wall outlet in your region, please contact the distributor for a different power supply or a recommended power adapter. Only use an AC power adapter recommended by the distributor or DESiN LLC.

**Note3:** Obi does not need a full charge before disconnecting the Charging Cable; partial charging is acceptable.

## CLEANING

Remove the Plate, Placemat and Spoons 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. Other household cleaners or disinfectants may work as well. Please contact your local supplier, distributor or the manufacturer for more information (see the “Contact Information” section). Do not spray the Arm directly with any liquid.

**Note1:** The Base and the Arm of Obi are NOT dishwasher safe.

**Note2:** To maximize part life, wash the Plate, Placemat, and Spoon with dish soap by hand.

**Note3:** If any fissure, crack or crevice traps food and removal is not achievable, please contact a service representative. Please see the “Contact Information” section.

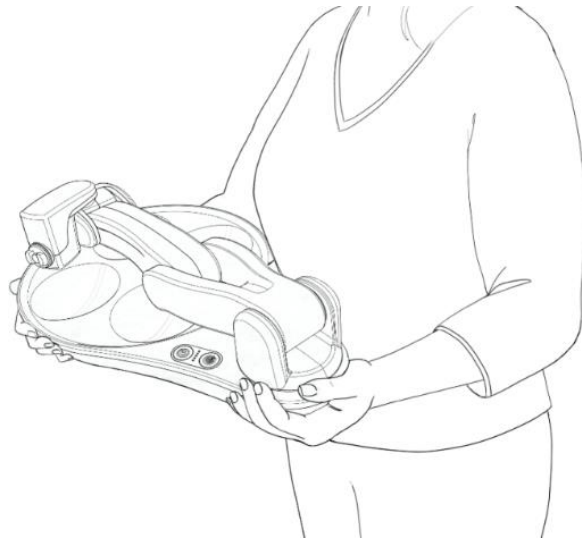
## STORING

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

**Note1:** The Obi package makes a great storage container.

## TRANSPORTING & SHIPPING

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



Because of Obi's curved contours, carrying is convenient in a multitude of positions other than the one pictured above.

The Obi package includes a durable handle, making a convenient travel case.

When shipping Obi by ground, sea, or air:

- Obi should ship in its original packaging box, unless the box has sustained a great deal of damage.
- Obi is a precisely calibrated device and custom packaging solutions may not adequately protect Obi from functional damage.
- Please notify the shipper that Obi is a fragile, delicate instrument that necessitates handling with care.
- Obi encloses a 48Whr lithium ion battery. Special shipping requirements for lithium ion batteries may apply.

## END OF LIFE



Private households - Information on Disposal for Users of WEEE

This symbol on the product and / or accompanying documents means that used electrical and electronic equipment (WEEE) should not mix with general household waste. For proper treatment, recovery and recycling, please take this product to designated collection points where it will be accepted free of charge.

Alternatively, in some countries, you may be able to return your products to your local retailer upon purchase of an equivalent new product.

Disposing of this product correctly will help save valuable resources and prevent any potential negative effects on human health and the environment, which could otherwise arise from inappropriate waste handling.

Please contact your local authority for further details of your nearest designated collection point.

Penalties may be applicable for incorrect disposal of this waste, in accordance with your national legislation.

For professional users in the European Union:

If you wish to discard electrical and electronic equipment (EEE), please contact your dealer or supplier for further information. Please see the “Contact Information” section.

For disposal in countries outside of the European Union:

This symbol is only valid in the European Union (EU). If you wish to discard this product, please contact your local authorities or dealer and ask for the correct method of disposal. Please see the “Contact Information” section.

EU Waste Electrical and Electronic Equipment (WEEE) Directive:

In August of 2005, the European Union (EU) implemented the EU WEEE Directive 2002/96/EC and later the WEEE Recast Directive 2012/19/EU requiring Producers of electronic and electrical equipment (EEE) to manage and finance the collection, reuse, recycling and to appropriately treat WEEE that the Producer places on the EU market after August 13, 2005. The goal of this directive is to minimize the volume of electrical and electronic waste disposal and to encourage re-use and recycling at the end of life.

DESiN LLC has met its national obligations to the EU WEEE Directive by registering in those countries to which DESiN LLC is an importer. DESiN LLC has also elected to join WEEE Compliance Schemes in some countries to help manage customer returns at end-of-life.

If you have purchased DESiN LLC -branded electrical or electronic products in the EU and are intending to discard these products at the end of their useful life, please do not dispose of them with your other household or municipal waste. DESiN LLC has labeled its branded electronic products with the WEEE Symbol to alert our customers that products bearing this label should not be disposed of in a landfill or with municipal or household waste in the EU. Instead, please be aware that DESiN LLC is making a return and collection system available to you, free of transportation and recycling costs, for discarding these products.

# CONTACT INFORMATION

## For Users in the United States:

Designed and manufactured by:

**D E S I N L L C**

DESiN LLC (pronounced "Design")

714 E. Monument Ave

Dayton, OH 45402

Tel: 1-844-HelpObi (435-7624)

E-mail: [service@meetobi.com](mailto:service@meetobi.com)

Internet: [www.meetobi.com](http://www.meetobi.com)


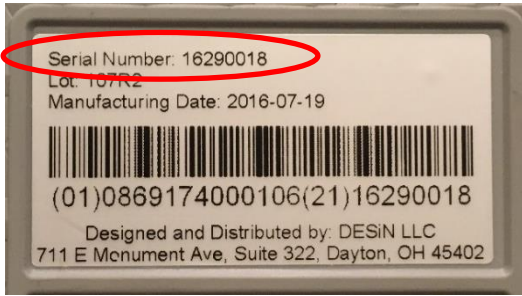
This list does not include the contact information for all distributors and suppliers of Obi.

# APPENDIX I: TROUBLE SHOOTING & SERVICING

Some potential problems and their solutions are as follows:

- Obi occasionally makes slight adjustments to the Arm position.
  - This is normal. Sometimes it is necessary for the device to adjust parameters for optimal performance. Please wait until it stops moving before attempting to send a command.
- The power button double flashes when attempting to power on the device, and the arm does not wake up or move.
  - This means the device is either too cold or too hot. Let it sit at room temperature for a half hour, then try powering on the device again.
- During a meal, the Arm moved to the Storage Position and powered off.
  - The device may have run too low on battery. Check the Battery Indicator Lights. In this case, plug in the Charging Cable and the device will operate as intended.
  - Obi may have overheated. Please let Obi rest for thirty minutes, then try powering on again.
  - If the device still does not operate as intended, please contact an Obi authorized service representative (see “Contact Information” section)
- The Power Button, Teach Button, Delivery or Choose Switch are unresponsive.
  - Ensure the accessibility switches have a firm connection.
  - If the connections are not the problem, reset the device by touching the power button continuously for eight seconds or until all lights shut off. Then press the power on button again.
  - If the problem persists, please contact an Obi authorized service representative (see “Contact Information” section)
- All the LED lights are flashing (see **Quick Start Guide**).
  - Power off Obi for ten minutes. Try powering on the device again.
  - If all the lights continue to flash, please touch the power button continuously for eight seconds or until all the lights shut off. Then press the power on button again.
  - If all the lights continue to flash, please contact an Obi authorized service representative (see “Contact Information” section)
- The battery does not charge when the Charge Cable connects to the wall outlet.
  - Please contact an Obi authorized service representative (see “Contact Information” section)
- The device only powers on and operates when the Charging Cable is plugged into a wall outlet.
  - Please contact an Obi authorized service representative (see “Contact Information” section)
- The spoon consistently collides with the Plate when scooping food from the bowl.
  - Please contact an Obi authorized service representative (see “Contact Information” section)

## APPENDIX II: TECHNICAL SPECIFICATIONS

<b>Accessibility Switch Connector</b>	<p>3.5mm male, mono barrel jack (0.138")</p>  <p>Most accessibility switches with this type and size of connector will work with Obi.</p>
<b>Adhesive - Arm</b>	<p>Epoxy (Medical Grade; ISO-10993)</p>
<b>Adhesive - Base</b>	<p>Silicon adhesive (NSF &amp; FDA compliance)</p>
<b>Base Mounting Surface Material</b>	<p>Thermoplastic elastomer (Latex &amp; nat. rubber free)</p>
<b>Battery Life per Charge</b>	<p>2-5 hours</p>
<b>Battery Type</b>	<p>Lithium ion (48Wh / 3.2Ah)</p>
<b>Degree of Ingress Protection</b>	<p>IP21 (IEC60529)</p>
<b>Dimensions (Transport Position)</b>	<p>30.5cm X 43.2cm X 15.2cm (12" X 17" X 6")</p>
<b>Dishwasher Safe Components</b>	<p>Plate, Placemat, Large Spoon and Small Spoon.</p>
<b>Enclosure Material</b>	<p>PC/ABS, UL94V-0 flame class rating</p>
<b>Food Bowl Volume Capacity</b>	<p>4 fl. Oz. / Bowl (up to max fill line)</p>
<b>Food Safe Components</b>	<p>Plate, Placemat, Large Spoon and Small Spoon.</p>
<b>Food Safe Materials</b>	<p>Polypropylene (Only FDA compliant ingredients)</p>
<b>GTIN</b>	<p>0869174000106</p>
<b>Lowest Food Delivery Height</b>	<p>5.0cm (2.0") (below the mounting surface)</p>
<b>Maximum Food Delivery Height</b>	<p>38.1cm (15.3") (above the mounting surface)</p>
<b>Maximum Motor Speed</b>	<p>15RPM</p>
<b>Medical Device Classification</b>	<p>Class I, active, non-sterile &amp; non-measuring.</p>
<b>Microwave Safe Components</b>	<p>Plate and Placemat.</p>
<b>Operating Temperature Range</b>	<p>13° - 30°C (55° - 85°F)</p>
<b>Peak Power</b>	<p>68Watts</p>
<b>Recyclable components</b>	<p>Plate (#5), Placemat (#5), Large Spoon (#5), Small Spoon (#5), Lithium Ion Battery (RRC2054). Other components may also qualify. Talk to your local waste treatment center.</p>
<b>Serial Number</b>	<p>The number is located on the bottom surface of the Base, as shown:</p> 
<b>Weight – Obi (no food)</b>	<p>3.49kg (7.7lbs)</p>



## APPENDIX III: FCC COMPLIANCE STATEMENT

FOR UNITED STATES USERS:

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

CAUTION:

Modifications made by the user not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

Operating Obi while the power supply is plugged in and actively charging may prevent compliance with 47CFR15 Class B for radiated emissions.

# APPENDIX IV: DECLARATION OF CONFORMITY



## DECLARATION OF CONFORMITY

WE: DESIN LLC

MANUFACTURER: DESIN LLC

MANUFACTURER'S AUTH. REP.

Focal Meditech BV

ADDRESS: 714 E. Monument Ave  
Dayton, OH 45402

TEL: 248-766-2085

FAX: 248-858-9076

E-mail [Jdekar@desincorp.com](mailto:Jdekar@desincorp.com)

WEBSITE: [www.meetobi.com](http://www.meetobi.com)

ADDRESS:

Droogdokkeneiland 19  
5026SP Tilburg  
Netherlands

TEL:

Tel.: +31 (0)13-533 31 03

FAX:

Fax: +31 (0)13-533 50 04

E-mail

[info@focalmeditech.nl](mailto:info@focalmeditech.nl)

WEBSITE:

[www.focalmeditech.nl](http://www.focalmeditech.nl)

### HEREBY DECLARE THAT THE DEVICE:

**DEVICE (MODEL):**

Obi (IFD-500-000)

**DESCRIPTION**

Robotic Dining Device

### CONFORMS WITH THE FOLLOWING STANDARDS:

**NUMBER**

EN ISO 14971 R2012

IEC60601-1-2: 2014

IEC60601-1-6: 2010

NEN EN 15284: 2007

UL1431: 2011

**TITLE**

Application of risk management to medical devices

Medical electrical equipment - Electromagnetic compatibility (EMC) for medical devices

Medical electrical equipment - Usability

Materials and articles in contact with food stuffs. Test method for the resistance to microwave heating of ceramic, glass, glass-ceramic or plastic cookware.

Home healthcare and hygiene appliances

### AND IF APPLICABLE, CONFORMS WITH THE FOLLOWING DIRECTIVES:

**NUMBER**

93/42/EEC

EC/1935/2004

2014/30/EU

2014/35/EU

2011/65/EU

2012/19/EU

93/68/EEC

**TITLE**

Medical Device Directive

Food Contact Directive

Electromagnetic Compatibility (EMC) Directive

Low Voltage Directive

RoHS Directive

WEEE Directive

CE Marking Directive

**SIGNED AT:**

✓ Dayton, OH

Jon Dekar, President

**DATE:**

8/15/2017

**SIGNATURE:**

A handwritten signature in blue ink, appearing to read "Jon Dekar", written over a horizontal line.

## APPENDIX V: LIMITED WARRANTY

DESiN LLC (“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:** United States -the limited warranty expires 12 months from the date of shipment or after the first 400 hours of usage, whichever occurs first. Europe - for warranty information, please contact your distributor.

**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 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 DESiN or an authorized representative. An intact serial number or UPC is required for warranty claims. An issued RMA number may also be required by DESiN or an authorized distributor. The customer is responsible for all shipping and handling charges for the return of the Obi for warranty service, unless otherwise notified. For more information on how to obtain warranty service on your device in the US or Europe, please see “Contact Information”, or contact your distributor.

**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, unused or lightly used Obi generally may be returned within 14 days of the shipping date for a refund. A restocking fee may apply.

Please contact 1-844-HelpObi or [Service@MeetObi.com](mailto:Service@MeetObi.com) for return details.

## APPENDIX VI: 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.



Designed and manufactured by:

**D E S T I N L L C**

714 East Monument Ave  
Dayton, OH 45402  
1-844-HelpObi  
service@meetObi.com  
www.meetobi.com