



STANDARD TERMS AND CONDITIONS OF SALES

(Order Acknowledgement/Invoice)

Acceptance of Sale:

SurgiShop's acceptance of buyer's purchase order is expressly made conditional on buyer's acceptance of the following terms and conditions of sale, which supersede any additional or different terms contained in buyer's purchase order or other document or communication pertaining to buyer's order or the goods. Buyer's consent to the terms and conditions contained in this document shall be conclusively presumed from buyer's acceptance of all or any part of the goods or from payment by buyer for all or any part of the goods. None of the terms and conditions herein may be added to, modified, superseded, or otherwise altered, except by a written contract signed by an authorized SurgiShop executive. SurgiShop's failure to object to any terms or conditions which may be contained in any document or form of the buyer shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms or conditions.

1. Payment Terms:

Payment terms are standard at net thirty (30) days from the date of sale or subject to negotiated payment terms on an account-by-account basis. Orders are subject to an early repayment discount: 1.5% 10 Days Net 30, 1% 15 Days Net 30, 0.5% 20 Days Net 30. Any payments not made within thirty (30) days of sale shall be subject to a sixty (60) day grace period. After the sixty (60) day grace period, SurgiShop may, at its sole discretion, enter into a separate written agreement for repayment. If no agreement is reached, or if SurgiShop decides not to enter into an agreement, amounts not paid in full within ninety (90) days will accrue interest at the maximum rate allowable under the applicable law in the customer's headquarters state. The prevailing party in an action for breach of this contract, or for non-payment of amounts due hereunder, shall be entitled to all of their attorneys' fees and costs. The parties agree that any action for breach of contract or non-payment shall be brought exclusively to mandatory arbitration before the American Arbitration Association (AAA) and under its rules, in the AAA location nearest to Hillsborough, County, Florida. The parties agree that exclusive jurisdiction and venue shall lie in arbitration, with the AAA, in the AAA location nearest to Hillsborough County, Florida.

1A. Credit Hold:

Any invoice overdue past specified agreed terms from the sale date will warrant the buyer's account to have a credit hold. No further business will be conducted with the buyer until any overdue amounts are paid in full.

1B. Collections:

Any invoice/invoices overdue ninety (90) days from the sale date will warrant an account being sent to collections. If buyer's account is referred to collections, buyer is liable for all costs of collections, including without limitation, collection agency fees, and reasonable attorney costs. The parties agree that any action for breach of contract or non-payment shall be brought exclusively in the state or federal courts in Hillsborough, County, Florida. The parties agree that exclusive jurisdiction and venue shall lie with the state or federal courts in Hillsborough County, Florida.

2. SurgiShop's Warranty:

SurgiShop warrants that the goods supplied under this invoice (the "description") shall conform to the item description as stated on the invoice. The foregoing warranty is SurgiShop's sole warranty with respect to these goods. All other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. SurgiShop's liability for breach of warranty hereunder is limited solely to the replacement of the defective goods after goods are returned to SurgiShop's warehouse at no cost to the buyer, using a FedEx label provided by SurgiShop, or providing a credit memo associated with the cost of the defective item. It is at SurgiShop's discretion if they will want the defective item returned and customer will be made aware accordingly, this includes biohazard items. The foregoing shall constitute the sole remedy of the buyer and the sole liability of SurgiShop under this warranty.

3. SurgiShop Return Policy:

Subject to the provisions below, any goods purchased can only be returned by the direct buyer to SurgiShop for credit towards anything in SurgiShop's warehouse. To initiate a return, buyer needs to provide the original invoice number, specific reference number, quantity, and lot number to verify the item was purchased from SurgiShop. Even if goods expire prior to use, SurgiShop will honor the return policy. SurgiShop only issues inhouse credit; this credit does not have any physical dollar amount and cannot be substituted for physical currency. SurgiShop will not charge any restocking fees or shipping fees for returns. This return policy is only for Surgery Centers and Hospitals, does not include business to business customers as deemed by SurgiShop. SurgiShop also has the right to revoke this policy at their discretion for any foreseen reason(s).

1. Return Material Authorization (RMA) Process

- a. SurgiShop will first verify that in fact the purchased goods came from SurgiShop.
- b. Once verified SurgiShop will issue customer a RMA form to be completed. This form will include all specific details needed to process the return and specific instructions for how to return the goods to SurgiShop.
- c. SurgiShop will ONLY provide FedEx labels for shipping. If customer wants to use another logistics company, customer will be responsible for any fees associated with the return at that point.
- d. If tracking is showing no movement within 10 business days of RMA label being provided, SurgiShop will reach out to customer and provide a reminder.
- e. If tracking shows no movement within 15 business days of RMA label being provided, SurgiShop will ask customer to either void RMA or to ship goods back immediately.
- f. If customer does not answer the request to void RMA or does not confirm shipment of goods, RMA will be voided after 18 business days.
- g. SurgiShop asks for a 72-hour check in period for all RMA's prior to making customer aware of what was received.
- h. Once goods are received they will be checked in and will have to pass SurgiShop's quality control inspection. If all checks out as expected on the RMA form, SurgiShop will issue a Credit Memo (CM) or replacement item(s) to customer.
- i. If goods are received NOT as expected and do not pass quality control inspection, SurgiShop will reach out immediately to customer. SurgiShop will have any discrepancies quantified and relayed to customer within 7 business days following check in.

3A. Defected/Damaged Return of Goods:

Any goods returned to SurgiShop that are deemed defective and/or damaged by SurgiShop's quality control are subject to SurgiShop's discretion for full, partial, or no credit towards anything in SurgiShop's warehouse. The buyer will immediately be notified in writing of any defective/damaged goods received. At that time, the buyer will be made aware of SurgiShop's decision with respect to credit based on the condition of goods. Picture documentation of defected/damaged goods will be made available upon request. If the buyer attempts to return goods with a different Lot # than what was originally shipped by SurgiShop to the buyer, SurgiShop will not be obligated to accept the returns. SurgiShop will only accept the same Lot # originally shipped to the buyer.

3B. FDA Recall Returns:

SurgiShop verifies all items against the FDA Medical Recall Database prior to shipping. SurgiShop cannot assume liability for recalled goods. Due to FDA procedure, end users must work directly with the manufacturer to receive replacements.

4. Limitation of Liability:

SurgiShop's liability to Buyer, whether in contract, in tort, under any warranty, in negligence, or otherwise, shall not exceed in any case the return of the amount of the purchase price paid by the buyer. Buyer agrees that, under no circumstances, shall SurgiShop be liable for special, indirect, consequential, or punitive damages. The price stated for the goods is the consideration for limiting the seller's liability. Buyer agrees that no claim, regardless of form, arising out of the transactions under this invoice may be brought by the buyer more than one (1) year after the date of this invoice. Without limitation of the foregoing, in no event will SurgiShop be responsible or liable for (A) penalties or penalty clauses of any description, and/or (B) indemnification of the buyer or others for costs, damages, or expenses arising out of or related to the goods.

5. Claims:

Claims by Buyer for shortages or errors in delivery must be made within five (5) days after the delivery of goods. Goods are sold subject to the standard manufacturing practices of the original equipment manufacturer.

6. Indemnification:

In addition to the foregoing, Buyer agrees to save and hold SurgiShop, its parents, affiliates, subsidiaries, related entities, officers, directors, employees, agents, successors, and assigns harmless from any third-party claims, demands, liabilities, costs, expenses, or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by buyer or buyer's parents, affiliates, subsidiaries, related entities, successors, assigns, principals, officers, customers, agents, employees or invitees involving the use or purchase of any goods supplied by SurgiShop. This indemnification shall include all reasonable costs, attorney's fees, and other expenses paid or incurred by or imposed upon SurgiShop in connection with the defense of any such claim.

Short-Dated Terms and Conditions

Final Sale: All short-dated products (90 days and under) are sold on a final sale basis. Returns, exchanges, and refunds are not available for these products except for cases of damage upon receipt.

Version 1.2

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