

STANDARD TERMS AND CONDITIONS OF SALES

(Order Acknowledgement/Invoice)

1. Acceptance of Sale:

All sales by SurgiShop are expressly conditioned upon the buyer's acceptance of these Terms and Conditions. These terms supersede any conflicting terms proposed by the buyer. Buyer's acceptance of goods or payment constitutes agreement. No additions, changes, or modifications shall be binding unless agreed to in writing 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.

2. Payment Terms:

Standard terms are **Net 30** from the invoice date, unless otherwise negotiated in writing. Early payment discounts (only applicable for domestic hospitals and surgery centers) apply as follows:

- 1.5% if paid within 10 days
- 1% if paid within 15 days
- 0.5% if paid within 20 days

Late payments are allowed a 60-day grace period. After 90 days, unpaid balances accrue interest at the maximum rate permitted by law in the buyer's state. The prevailing party in any dispute is entitled to recover legal fees and costs.

All disputes related to breach or non-payment shall be resolved exclusively via arbitration before the **American Arbitration Association (AAA)** nearest Hillsborough County, Florida.

2A. Credit Hold:

Accounts with invoices past due beyond the agreed terms are subject to a credit hold. No further orders will be processed until the account is current.

If the customer has a past-due balance and is on credit hold, SurgiShop has the right to apply any account credit to the past-due balance and not to new or future orders.

2B. Collections:

Any invoice unpaid for more than ninety (90) days from the sale date may be referred to SurgiShop's legal counsel for review and possible submission to arbitration. If the account is referred to arbitration, the buyer shall be responsible for all associated costs, including the arbitration agency fees and reasonable attorneys' fees.

The parties agree that any legal action arising from non-payment or breach of contract shall be brought exclusively in the state or federal courts located in Hillsborough County, Florida, which shall have sole jurisdiction and venue.

3. SurgiShop's Warranty:

SurgiShop warrants that the goods will conform to their description on the invoice. This is the sole warranty. All other warranties, express or implied (including merchantability or fitness for a particular purpose), are disclaimed.

SurgiShop may, at its discretion, issue a credit or replacement for defective goods. The goods must be returned using

SurgiShop's FedEx label (unless waived).

4. SurgiShop Return Policy:

SurgiShop is committed to customer satisfaction and stands by its return policy as a core value, even if goods expire prior to use. Returns are accepted from hospitals and surgery centers only. Business-to-business customers, as defined by SurgiShop, are not eligible for returns under this policy.

When initiating a return, the customer must provide the original invoice number, reference number, lot number, and quantity. Returned goods must match the original lot number shipped and are subject to quality control inspection.

SurgiShop issues only **in-house credit**, which holds no cash value and cannot be exchanged for currency. No restocking or return shipping fees will be charged. SurgiShop reserves the right to revoke this return policy for any unforeseen reason at its discretion.

Return Exclusions: Returns for items on the exclusion list must be initiated within seven (7) days of receipt.

- Items: 202050, 206520, 70011, 60011, 50011
- Items with <90 days' expiration unless stated otherwise
- Business-to-Business (B2B) sales, defined as resale or research use by non-surgical end users

RMA Process:

- SurgiShop will verify purchase history before issuing a Return Material Authorization (RMA) form.
- The RMA will include instructions for return.
- SurgiShop will provide a FedEx return label. Use of any other carrier is at the buyer's expense.
- If tracking shows no movement within 10 business days, a reminder will be sent.
- If no movement is recorded within 15 business days, SurgiShop will request confirmation or cancellation.
- If no response is received by day 18, the RMA will be voided.
- A 72-hour check-in period is required once goods are received.
- Upon inspection and approval, SurgiShop will issue a Credit Memo (CM) or ship replacement items.
- If items fail inspection, the buyer will be notified within seven (7) business days with documentation of discrepancies.

4A. Defected/Damaged Return of Goods:

Returns of defective or damaged goods are subject to SurgiShop's inspection. SurgiShop may issue full, partial, or no credit based on the condition of returned items. Goods returned with mismatched lot numbers will not be accepted. Written notice of SurgiShop's determination will be provided, and photo documentation is available upon request.

4B. FDA Recall Returns:

SurgiShop screens all products against FDA recall databases prior to shipment. If a product is subject to a voluntary or involuntary recall, SurgiShop will accept returns or provide replacements for affected items, provided the item was originally purchased from SurgiShop.

In the event a recall is announced, SurgiShop will conduct a proactive audit of its sales records to determine whether the recalled item was shipped to any customer. If so, SurgiShop will notify affected customers via email within forty-eight (48) hours of becoming aware of the recall.

5. Limitation of Liability:

SurgiShop's total liability shall not exceed the purchase price paid. SurgiShop shall not be liable for indirect, special, incidental, or consequential damages. No claims may be brought more than one year after the invoice date.

6. Claims:

Shortage or delivery error claims must be made within five (5) business days of receipt. Products are sold per manufacturer's specifications and practices.

7. 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.

Change Log

Version 1.5 - 09/15/2025

Version 1.4 – 05/01/2025

Version 1.3 – 08/09/2024

Version 1.2 – 01/01/2024

Approved By: Alan Garcia, Chief Financial Officer

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