

ALIMED, INC.

TERMS AND CONDITIONS (Rev. Date 10/15/2020)

The following Terms and Conditions (“Terms and Conditions”) will apply to all sales of equipment and goods (“Products”) made by ALIMED, Inc. (“ALIMED”) to the customer (“Purchaser”), including sales described in any Sales Order between ALIMED and Purchaser. All such sales are expressly limited and conditioned upon acceptance of these Terms and Conditions, and no provision, printed or otherwise, contained in any order, acceptance, confirmation, acknowledgment or other agreement which is inconsistent with, different from, or in addition to these Terms and Conditions is accepted by ALIMED unless specifically agreed to in writing by ALIMED. Purchaser acknowledges that it has read and understands these Terms and Conditions and agrees to be bound by them. Purchase of Products by Customer from ALIMED constitutes Purchaser’s acceptance of these Terms and Condition.

1. Delivery Dates

a. All delivery and shipment dates indicated on a Sales Order are approximate and subject to ALIMED’s availability schedule. ALIMED will make reasonable efforts to meet the delivery dates(s) quoted. However, ALIMED will not be liable for its failure to meet the quoted delivery dates, or for any delay in performance hereunder due to unforeseen circumstances or shortages, due to causes beyond its reasonable control, or due to its voluntary or mandatory compliance with any governmental act, regulation, or request. If by reasons of such circumstances, ALIMED’s supplies of the Product(s) covered hereby are limited, ALIMED will have the right to prorate the available supply among its customers in such manner as it, in its sole discretion, determines.

b. No verbal Product order for merchandise in excess of \$5,000 will be accepted.

c. Purchaser agrees to pay to ALIMED a cancellation charge in the event Purchaser: 1) cancels any order or portion thereof, or 2) fails to meet any obligation causing cancellation. Such charges will be computed based on net invoice price as follows:

(i) Twenty (20) percent will be charged on all order cancellations of standard Products occurring at least thirty (30) days prior to scheduled shipment; thirty-five (35) percent will be charged for system cancellations occurring within thirty (30) days of the scheduled shipment date. Non-stocked items that have been “drop shipped” from an ALIMED vendor will be subject to restocking fees that vary by individual vendor.

(ii) Orders involving custom or “special” Products are non-cancellable and non-returnable. Custom or special Products mean Products that ALIMED does not stock, custom Product orders and drop ship orders that cannot be returned to the manufacturer.

2. Packing and Loss or Damage in Transit.

a. Product(s) will be packed for shipment in a manner suitable to the method of shipment specified by Purchaser, or to the method selected by ALIMED in the absence of instructions. Unless otherwise indicated on the Sales Order, all sales hereunder are F.O.B. origin, freight collect, and all risk or loss or damage to Products in transit is upon the Purchaser. Payment will be made in accordance with Paragraph 4 below. Additional fees may be assessed based on special handling requirements or for shipments outside the continental U.S.

b. Purchaser may be responsible for additional shipping charges or fees incurred for any drop-shipped delivery that cannot be completed due

to unexpected business closures. Please contact customerservice@alimed.com for more information.

3. Inspection, Acceptance and Return of Goods.

a. Purchaser will inspect the Product(s) immediately on its arrival and will within five (5) days of its arrival give written notice to the ALIMED of any claim for shortage or that a Product does not conform to the terms of the applicable Sales Order. Purchaser should note any damage or poor box conditions when receiving Products. If a shipment arrives damaged or with parts missing, Purchaser should contact the carrier immediately and should retain Product packaging. If Purchaser fails to give notice to ALIMED of any shortage or nonconformance, the Product(s) will be deemed accepted and to conform with the terms of the applicable Sales Order, and Purchaser will be bound to pay for the Product(s) in accordance with the terms of Paragraph 4 below. Return of goods, defective, with components missing, or otherwise, will not be accepted by ALIMED unless they are shipped F.O.B. destination, freight prepaid, with prior written authorization by ALIMED and in accordance with the ALIMED Returns Guidelines listed below. When return of non-conforming goods has been accepted, conforming shipment may be made in accordance with the terms herein without further liability on ALIMED’s part. Unless Products are defective, returns will be subject to a 20% minimum restocking fee (except where noted below). Non-stocked items that have been “drop shipped” from an ALIMED vendor will be subject to restocking fees that vary by individual vendor.

b. The following Return Guidelines must be followed in order to receive credit:

- Products must be in new, resalable, unmarked condition, and in original and unopened packaging.
- A Return Material Authorization number (RMA) is required. To obtain an RMA number, please contact AliMed Customer Service at 1-800-225-2610, Monday through Friday 8:30 a.m. - 6:00 p.m. EST. To ensure prompt return processing, the original packing list, invoice, or RMA number must be attached to the return.
- Refunds will be for merchandise value only. Returns cannot be accepted for special orders, custom products, shoes, products used for drinking or eating, orthotics in opened packages, books, videos, and toileting products.
- All returns are subject to a 20% minimum restocking charge. (Note: Medical Cart returns include a 25% restocking charge).
- There are no returns on discontinued items.
- No returns will be allowed if past 30 days from invoice date.
- No returns will be allowed on Products with a listed shelf life.
- No returns on Products having a retail price in excess of \$5,000.00.
- Please allow 3-4 weeks to process your credit.
- Credits exclude shipping and handling charges.
- No call tag/pickup slips will be issued. It is Purchaser’s responsibility to return the merchandise to ALIMED, unless item is a non-stocked item in which case you will be provided different address details.
- ALIMED will not accept any Product returns with biohazard contamination.
- ALIMED cannot guarantee credit if a return is unauthorized or does not have an RMA number.
- Items arriving in bags or shrink wrap cannot be ripped or torn or will be considered opened.

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4. Payment and Credit Terms. For Purchaser's with previously approved credit and unless otherwise indicated on the applicable Sales Order, terms of payment for all shipments, including shipments of any portion of the Product(s) ordered, will be net thirty (30) days from the date of the invoice, and such payment will be made in U.S. dollars to the address provided on the face of ALIMED's invoice. When payment in full is not so remitted, Purchaser will be delinquent and agrees to pay interest at a rate of 1.5% per month on the net, unpaid invoiced amount. Purchaser will pay all costs of collection including reasonable attorney's fees and court costs. Purchaser agrees that ALIMED will retain a security interest in the Product(s) sold hereunder to secure any portion of the price not paid on delivery and will, on request, execute a security agreement in such form as is required by ALIMED, which, at ALIMED's option, may be filed with appropriate local and state authorities. ALIMED reserves the right to change the credit terms provided herein when, in the ALIMED's opinion, the financial condition or previous payment record of Purchaser so warrants. Should Purchaser become delinquent in the payment of any sum due hereunder, ALIMED will not be obligated to continue performance.

5. Taxes. Purchaser is responsible for the payment of all taxes which may be assessed or levied on or on account of Product(s) sold hereunder to Purchaser whether termed a gross receipts tax, use tax, property tax, sales tax, value added tax, goods and services taxes, or otherwise (except for taxes on ALIMED's income). If Purchaser claims that this transaction is not subject to any such tax, that Purchaser is exempt, or that ALIMED is not required to collect such tax, Purchaser agrees to provide ALIMED with any documentation necessary to support such a claim and to allow ALIMED to document its decision not to collect any tax(es). Please email a tax exempt certificate to taxexemptcertificates@alimed.com.

6. Limited Warranty

a. Basic Warranty. The ALIMED warrants to Purchaser that the Product(s) sold hereunder, is at the time of shipment to Purchaser from ALIMED, free from defects in material and workmanship. As Purchaser's sole exclusive remedy under this warranty ALIMED agrees either to repair or replace, at ALIMED's sole option and free of charge to Purchaser, any part or parts of such Product(s) which under proper and normal conditions of use prove to be defective within six (6) months from the date of shipment.

b. Exclusions and Limitations

(i) This warranty does not cover loss, damage, or defects resulting from transportation to Purchaser, improper or inadequate maintenance by Purchaser, unauthorized modification or alteration, misuse, mishandling, neglect, operation outside of the environmental specifications for the Product(s) or improper site preparation and maintenance, as applicable.

(ii) The Product(s) sold by ALIMED hereunder are not intended for use in medical life support or any other activity where failure of the product could lead directly to death, personal injury or severe physical or environmental damage. If so used, ALIMED and its affiliates disclaim all liability for any damage arising as a result of the hazardous nature of the use in question, and Purchaser will indemnify, hold harmless and defend ALIMED agents against all such liability,

regardless of legal theory and regardless of whether ALIMED had knowledge of the possibility of such damage.

c. Product Service

(i) All claims under the warranty must be brought to the attention of ALIMED within thirty (30) days of the failure to perform.

(ii) ALIMED at their option may require the Product to be returned to the factory, transportation prepaid, for repair.

d. Refund of Purchase Price. In lieu of the foregoing, ALIMED may elect, in its sole discretion, to discharge its warranty by accepting the return of such Product(s) and refunding any portion of the purchase price paid by Purchaser.

EXCEPT AND ONLY TO THE EXTENT EXPLICITLY PROVIDED IN THESE TERMS AND CONDITIONS, AND WITHOUT LIMITING ANY THIRD PARTY WARRANTIES PROVIDED IN THE PRODUCT PACKAGING, THE PRODUCT(S) PROVIDED BY ALIMED OR ITS SUPPLIERS OR LICENSORS ARE PROVIDED BY ALIMED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OUT OF A COURSE OF DEALING OR USAGE, TRADE OR OTHERWISE, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NONINFRINGEMENT. ALIMED NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ALIMED ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE PRODUCT(S).

7. Exclusive Remedies; Limitation of Liability. THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALIMED WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORY ARISING OUT OF SALE, INSTALLATION, SERVICE OR USE OF ITS PRODUCT(S). ALIMED NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, SERVICE, OR USE OF ITS PRODUCT(S). IF, NOTWITHSTANDING THE FOREGOING, ALIMED IS FOUND LIABLE FOR DAMAGES ITS MAXIMUM AGGREGATE LIABILITY UNDER A SALES ORDER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO ALIMED WITH RESPECT TO THE SALES ORDER.

8. Indemnity. The Purchaser will indemnify, hold harmless and defend ALIMED against all claims, actions, losses, liabilities, demands, damages, costs and expenses arising from the Purchaser's use or misuse of the Products or violation of these Terms and Conditions.

9. Modification/Controlling Terms of Contract. All orders are shipped on the basis of these Terms and Conditions and the applicable Sales Order. Where the terms and conditions stated in Purchaser's purchase order vary from these Terms and Conditions, these Terms and

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Conditions will control. Any modification of these Terms and Conditions must be expressly agreed to in writing and signed by an authorized representative of each of ALIMED and Purchaser.

10. Miscellaneous

a. Applicable Laws. These Terms and Conditions constitute a binding agreement between ALIMED and the Purchaser, and will be construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without giving effect to conflict of laws provisions. The U.N. convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. Any dispute, claim or controversy arising out of, or related to, these Terms and Conditions will have exclusive venue in the state and/or Federal courts located in the Commonwealth of Massachusetts. Purchaser hereby irrevocably consents to the personal jurisdiction of those courts for such purposes.

b. Entire Agreement; Amendments. These Terms and Conditions, together with any applicable Sales Order, is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof. No amendment or modification to these Terms and Conditions will be binding upon ALIMED unless made in a writing signed by a duly authorized agent of both ALIMED and Purchaser.

c. Severability. If any provision of these Terms and Conditions are ruled unenforceable, then the remainder will be enforced to the extent permissible.

d. Copyrighted Programming Material (Software). ALIMED may license certain items of copyrighted programming material (software) for use solely in conjunction with its Product(s). Said agreement will govern the parties' mutual rights and responsibilities in and to said copyrighted materials. All prices indicated on a Sales Order with respect to such copyrighted materials will be deemed license fees. Unless otherwise specified, ALIMED's copyrighted material (software, firmware, and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Purchaser.

e. Confidential Data and Information. All manuals, specifications and other materials furnished by ALIMED relating to the use and service of the Product(s) furnished hereunder have been developed at great expense and are considered to be trade secrets and proprietary to ALIMED. Purchaser may not reproduce in any way such manuals, specifications and other materials. All documents and/or materials aforementioned supplied directly by ALIMED (except information as may be established to already be in the public domain) will be received in confidence by Purchaser, and Purchaser will take every precaution to protect the confidentiality of such information, and will not use or disclose such information for any purpose other than to use and maintain the Product(s) supplied hereunder.

f. Assignment. Any attempt by Purchaser to assign, transfer, or delegate any of the rights, duties, or obligations herein will render such attempted assignment or transfer null and void.

g. Non-Waiver. ALIMED's failure to exercise any of its rights will not constitute or be deemed a waiver or forfeiture of such rights.

h. Export Controls. Any Product(s) or technical data supplied by ALIMED under these Terms and Conditions are subject to the U.S. Export Administration Act and regulations thereunder, which includes the licensing of certain products. It is the responsibility of Purchaser and any exporter contracted/used by Purchaser to comply with such act and regulations. Purchaser certifies that it will not export or re-export

the product and/or technical data furnished thereunder, unless it fully complies with all laws and regulations of the United States, including but not limited to such act and regulations.

11. Legal and Regulatory Compliance: Purchaser is solely responsible for assuring that the Products are in compliance with all federal, state and local laws (Including but not limited to California's Proposition 65) and regulations applicable to the Territory, including but not limited to the United States Food, Drug and Cosmetic Act.