



3B Medical, Inc. ("3B")

Standard Terms and Conditions of Sale

1. **Acceptance of Seller's Terms and Conditions** Buyer's purchase of products ("Product(s)") from 3B shall be governed solely by these Standard Terms and Conditions of Sale. Any terms or conditions in Buyer's purchase order or other documents which differ from these Standard Terms and Conditions of Sale are not binding on 3B unless accepted in writing by 3B. Buyer is hereby notified in advance of 3B's objection to any proposed additional or different terms or conditions. Buyer's failure to cancel its purchase order in accordance with the provisions of Section 5 shall constitute Buyer's acceptance of these Standard Terms and Conditions of Sale. In the event of a conflicting supremacy clause in Buyer's purchase order or other Buyer documents, this Section 1 shall govern.
2. **Price** The purchase price for each Product shall be the price for such Product in effect at the time of 3B's receipt of Buyer's purchase order for such Product.
3. **Size of Order** At 3B's discretion, orders under One Hundred Dollars (\$100) will not be accepted. If accepted, a \$15 special handling charge will be added to the invoice.
4. **Shipping** All Products are shipped F.O.B. 3B's warehouses. Freight charges will be prepaid by 3B and added to your invoice. Title and Risk of Loss for Products passes from 3B to Customer on shipment from 3B's warehouse.
5. **Changes/Cancellation of Buyer's Order** Every effort will be made to ship all orders within 48 hours of receipt. Changes to orders or cancellations should be communicated in writing to 3B prior to shipping.
6. **Payment Terms**
 - (a) The terms of payments are net thirty (30) days from the date of invoice. Should the buyer's account go into default at any time, 3B reserves the right to place buyer on cash terms, place a hold on future orders until the account is brought current and or not honor warranty replacements.
 - (b) If invoices are not paid within 30 days, 3B will assess a late charge of 1.5% per month
 - (c) Should buyer account be placed with a collection agency, buyer is responsible for all expenses relating to the collection of their debt including legal fees.
 - (d) All payments due to 3B shall be made in United States dollars
 - (e) 3B reserves the right to apply any payments received to any older invoices on customer account.

7. Returns

- (a) If 3B is not notified of any discrepancy on an order within 5 business days of receipt of the shipment, it will be assumed that you are satisfied and the order has been accepted as shipped.
- (b) All returned items may be subject to quality, operation, and/or performance tests by 3B or by a third party authorized by 3B. Returns must be approved by 3B and shipped at the buyer's expense.
- (c) Returned items will only be accepted in its original unopened and unmarked packaging and still in saleable condition.
- (d) Discontinued Products will not be approved for return under any circumstances.
- (e) All non-warranty related returns are subject to a
 - 20% restocking fee if returned within 10 days
 - 25% restocking fee if returned within 10 – 60
 - 50% if returned after 60 days
 - No returns will be accepted after 90 days
- (f) A copy of the original invoice must accompany the return.
- (g) Actual shipping charges will be charged to the customer. If the customer request expedited shipping, the actual freight charges will be invoiced to customer. Shipping charges will not be refunded under any circumstances. Any need for special handling services must be communicated at the time an order is placed. Customer is responsible for the cost of all special services handling charges.

8. Warranty

- (a) Returned Merchandise Authorization (RMA) Policy: All warranty returns require prior authorization which includes RMA # and must be returned in the original carrying bag with all cables, accessories, and documentation, including manuals. To request a RMA, please either create an online support ticket at www.3Bproducts.com or contact 3B by phone at 863-226-6285. Once a support ticket has been created Buyer will be given an RMA number. This number must be clearly written on the outer packaging of the merchandise being returned. A call tag will be issued for items to be picked up and shipped back to 3B. Please keep the RMA number and reference it when calling to check on the status of your return. Incomplete or unauthorized returns will be refused and returned to Buyer at Buyer's expense.
- (b) What This Warranty Does Not Cover - This warranty does not cover: installation or service of Product; conditions resulting from consumer mishandling such as improper maintenance or misuse, abuse, accident, or alteration; all plastic surfaces and all other exposed parts that are scratched or damaged due to normal use; Products which have had the serial number removed or made illegible; Products rented to others. Warrant Products in accordance with, and limited in all respects to, specific warranties contained in the Product insert for such Product.

9. **Force Majeure** 3B shall not be liable to Buyer or any other person or entity by reason of delay in performance, or non-performance, caused by circumstances beyond the reasonable control of 3B, including, but not limited to, acts of God, fire, flood, war, government regulation, direction or request, accident, labor trouble, or shortage of or inability to obtain material, component parts, equipment or transportation. 3B shall not be liable for any delay in filling any order for Products.

10. **Discontinuance of Products** 3B may, at its option, modify or discontinue any Product or accessory, including, but not limited to, discontinuance for obsolescence, substitution or sale of a Product line.

11. Compliance

(a) Buyer represent and warrant that Buyer will abide by all applicable laws related to the sale of the Products, including the disclosure of discounts or rebates on Products reportable to government reimbursement programs, and will maintain all applicable licenses as required by law.

(b) Buyer further agrees to

- I. comply with all applicable laws, regulations and accreditation standards relating to the purchase, storage, use, tracking and sale of the Products/devices
- II. promptly inform 3B of any known complaint involving injury, safety, Product performance or adverse event involving Products
- III. use best efforts to obtain Products subject to any complaint or recall in this Section and return such Products to 3B or its agents
- IV. maintain records of serial and or batch numbers of Products with the relevant end-user for a minimum of five (5) years from the date of sale

(c) Dealers located in the United States are not authorized to resell, rent or in any other way distribute 3B Products outside the United States without prior authorization.

12. **Governing Law and Consent to Jurisdiction** Venue and Jurisdiction for any action brought related to the sale, purchase or use of Products sold by 3B Medical shall be Polk County State of Florida. If 3B brings an action for any relief or collection against Buyer arising out of the arrangement described in this Agreement, Buyer will be responsible for reasonable attorneys' fees and costs actually incurred in bringing such action. Overdue balances will accrue interest at the rate of 1.5% per month. This Agreement will be construed in accordance with and governed by the laws of the State of Florida. This Agreement is the entire understanding and agreement of you and 3B regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between you and 3B. All notices or communications required or permitted under this Agreement will be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, UPS, and DHL) to 3B Medical, Inc. at the address below, ATTN: Accounts Receivable Department.

13. Non-Waiver Failure of 3B to insist on strict performance by Buyer of any term or condition of these Standard Terms and Conditions of Sale at any time shall not be construed as a waiver by 3B of such performance in the future or of the waiver of any other term or condition contained herein.

14. Severability If any provision of these Standard Terms and Conditions of Sale shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of these Standard Terms and Conditions of Sale shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained in these Standard Terms and Conditions of Sale.

15. Reservation of Right to Modify Standard Terms and Conditions of Sale 3B reserves the Right to modify, from time to time, these Standard Terms and Conditions of Sale; provided, however, that such modified Standard Terms and Conditions of Sale shall only apply to purchase orders received from Buyer after the effective date of such modified Standard Terms and Conditions of Sale.

16. Special Conditions for Bi-Level Sales 3B requires the dealer to have appropriate medical personnel on staff to support patient training and follow-up. Such personnel include, but are not limited to, credentialed respiratory therapist, credentialed nursing personnel, credentialed sleep technician, physician's assistants, or employees specifically trained in the use, operation and setting of bi-level devices pursuant to a physician's prescription.

17. Limits and Exclusions

There are no expressed or implied warranties except as listed above. 3B shall not be liable for special, incidental, consequential or punitive damages, including, without limitation, direct or indirect damages for personal injury, loss of goodwill, profits or revenue, loss of use from this Product or any associated equipment, cost of substitute equipment, downtime cost, loss of data, programs or business information, or any other losses, or claims of any party dealing with buyers from such damages, resulting from the use of or inability to use this Product or arising from breach of warranty or contract, negligence, or any other legal theory. All expressed and implied warranties, including the warranties of merchantability and fitness for a particular purpose, are limited to the applicable warranty period set forth above.