

TraumaCure

Terms and Conditions of Sale

1. **Customer Acknowledgement.** Customer acknowledges agreement with these terms and conditions of sale by the placement of an order to purchase and/or acceptance of product from TraumaCure. Any terms in buyer's purchase order or any other document of order or acceptance which are different from or additional to these terms and conditions are hereby rejected regardless of whether such other terms would materially alter the terms hereof. Any course of dealing, or custom or usage, which is contrary to these terms and conditions, is also hereby rejected.

2. **Delivery.** Unless otherwise specified or this order was placed by a United States governmental entity, products are shipped F.O.B. point of origin. Buyer shall pay all freight, handling, delivery, special packaging and insurance charges for shipment of products. Title and risk of loss shall pass to buyer upon TraumaCure's delivery of product to the carrier.

Orders placed by a United States governmental entity are shipped F.O.B. point of origin, freight prepaid.

Choice of carrier and shipping method and route shall be at TraumaCure's election. Unless otherwise specified, TraumaCure shall have the right to deliver all products covered hereby at one time or in partial shipments from time to time, within the agreed time for delivery. TraumaCure shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of TraumaCure.

3. **Payment Terms for US Commercial Customers Only.** Invoices are due and payable net 30 days from date of invoice provided that customer's account is in good standing or in the case of a new customer, credit references meet TraumaCure requirements. Any late outstanding unpaid balance shall be subject to a finance charge of 1-1/2% per month until paid in full. Buyer shall also pay TraumaCure's cost of collection (including reasonable attorney's fees). All payments must be in US dollars.

4. **Warranty.** All TraumaCure products are warranted to be of good quality and free from defects in material and workmanship, whether patent or latent. We will provide replacement product without charge for any TraumaCure product not meeting this warranty if not subjected to misuse, neglect, accident or improper storage or application.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TRAUMACURE'S SOLE OBLIGATION SHALL BE THAT EXPRESS WARRANTY GIVEN IN THIS SECTION AND TRAUMACURE SHALL NOT BE LIABLE FOR ANY OTHER INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OR LOSS (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER ARISING IN CONTRACT OR TORT, WHETHER FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, USE OR REPAIR OF THE PRODUCTS.

5. **Return Goods.** All returns must be accompanied by a Return Authorization number, available by calling our Customer Service Department at 1-866-WNDSTAT. Please provide the following information to request authorization:

- Reason for return
- Date of purchase
- Invoice for PO number
- Product number and size
- Quantity to return

All authorized TraumaCure returns must be made within ninety (90) days of the invoice date and accompanied by the appropriate purchase order number and Return Authorization number. Returned TraumaCure products must be shipped prepaid to:

TraumaCure
222 Lake Drive
Newark, DE 19702

Allowable Schedule for Authorized returns-

- Orders processed in error by TraumaCure will be credited in full. Shipping costs paid by TraumaCure.
- Defective products will be credited in full. Shipping costs paid by TraumaCure.
- Unless defective or shipped in error, any return accepted is subject to a 15% restocking fee.
- All returned items are subject to TraumaCure's inspection and acceptance.

Non-Returnable items, other than for a manufacturing defect -

- Sterile products
- Products discontinued by TraumaCure
- Opened cases
- Products damaged beyond repair or refurbishment or not in saleable condition
- Custom, special or modified items
- Rubber goods
- Disposable products
- Expired products
- Third party returns

6. **Government Sales**

If this order was placed by a United States governmental entity, in addition to the terms and conditions set forth herein, the terms and conditions set forth in any agreement or schedule applicable to such an order shall apply and in the event of an inconsistency, the terms and conditions of such agreement or schedule will govern.