

Terms and Conditions of Sale

- 1) **Acceptance of Orders.** All orders are subject to acceptance by Stradis Healthcare. Orders may be mailed, emailed, faxed, or sent via EDI. Emailed orders can be sent to cs@stradishealthcare.com (Waukegan, IL) and sales@stradishealthcare.com (Peachtree Corners, GA). If the Customer or the Customer's group purchasing organization has a written agreement with Stradis, then the specific terms and conditions of such written agreement will be controlling. It is the Customer's responsibility to comply with all such agreements. For transactions without a written agreement, the following standard terms and conditions clauses shall apply:
- 2) **Minimum Order.** For custom-built product there is a 20-case minimum on first order in Waukegan, IL and a 10-case minimum order on all subsequent custom orders and a 1-case minimum for orders for orders placed at Peachtree Corners, GA. For stock product, there is a 1 case minimum order.
- 3) **Custom**
 - a) For custom built sterile product lead time is 6 weeks. This time frame can vary when customer supplied components are provided.
 - b) A private label/ custom-built label creation fee may be charged as follows: \$350 fee for individual kit labeling of all first-time label creations and a \$175 label creation fee for all new built product with a recurring logo (this pertains to all kits and/or catalog numbers not found in the Stradis catalog). An invoice or purchase order including the labeling fee, for individual kit labeling, MUST be received with the quote sign off to activate the custom kit.
 - c) Customer must accept full responsibility on all custom product and agrees to pay for dedicated and excess components that are inactive for three months or longer and will hold Stradis harmless for kit contents.
 - d) FDA is establishing a unique device identification system to adequately identify medical devices through their distribution and use. This unique identifier (UDI) contains a barcode component. Stradis Healthcare will partner with each customer to determine their specific needs as it relates to these requirements and as such a fee will be assessed. This fee will be dependent on customer supplied data for Stradis to enter the data into the FDA database. A fee schedule will be provided based on the number of kits that require UDI printing.
- 4) **Terms of Payment.** Payment terms are net 30 days from invoice. Late payments shall be assessed a 2% interest rate per month late.
- 5) **Invoice Discrepancy.** Any discrepancy on invoice must be reported to Stradis within 15 days of invoice date to qualify for an adjustment.
- 6) **Shipping Methods.** All shipment will be FOB Origin.
 - a) Stradis' standard shipping method for all U.S. Customers shall be via ground. Stradis will prepay and add shipping and handling charge to invoice unless other shipment requests are made. The minimum freight charge for an LTL shipment is \$135. CA minimum freight charge for an LTL is \$155.00. Small package ground service shipping and Handling is a minimum of \$14 per case but may vary depending on the location and weight of the package.
 - b) All international shipments shall be via Customer's shipping instructions and using their shipping account. All expedites for shipping shall incur an expedited delivery charge in addition to standard shipping fees. Case quantities must be acknowledged at time of delivery. Subject to count translates to acceptance of the shipment as is and the receiver forfeits any claim of shortage or damage after further review. All product shipped Collect or Third Part becomes the responsibility of the customer upon pick-up by customer's carrier. Stradis will be held harmless for product damaged in shipment. For customer provided carriers, all shipments must be signed for by case count and damaged products must be refused at the time of delivery. Stradis does not accept "subject to count" and will not be liable for concealed damage or shortages that are not noted on the original delivery receipt. Stradis will provide proof of delivery for up to three months post invoice.
 - c) Drop Shipments- FOB shipment terms apply. This pertains to all customers including customers with standard freight terms of FOB Destination. Stradis will prepay and add the charges to invoice. A drop shipment charge of \$35 per drop shipment per location will be applied.
 - d) Prices are subject to change without notice.
- 7) **Warranties / Returns / Credits.** All returns must be pre-approved with a Stradis RGA number. Purchase Order Number and Invoice Number must be given.
 - a) This express warranty is in lieu of all others and except as set forth herein, Stradis disclaims any and all warranties express or implied, including without limitations, the implied warranties of merchantability and fitness where we hereby specifically disclaimed. In the event of a breach of foregoing, Stradis will, at its option, promptly either replace all non-conforming components of the product or refund the purchase price. Such replacement or refund shall be sole and exclusive remedy of the purchaser and under no circumstances will Stradis be liable for incidental or consequential damages resulting from breach of warranty or any obligations under this agreement. Stradis retains the right to reject requests for return.
 - b) Returns must be shipped freight prepaid within 1 week from receipt of authorization and clearly marked with the RGA number on each carton. Stradis reserves the right to refuse and return collect any unauthorized returned merchandise.
 - c) All returns shall be for full credit less 65% restocking fee, up to 30 days from date of invoice. After 30 days, no return will be accepted. Customer will be issued a sales credit memo for the balance. Product must be returned in original unopened, full cases ; no partials will be accepted. Any product returned that is damaged in transit back to Stradis will be refused at the door. Freight on original invoice for returns shall be at customer's expense.
 - d) The following products are not eligible for return:
 - i) Custom/special ordered product, including custom kits and private label product
 - ii) Kits with pharmaceuticals or stand-alone pharmaceuticals
 - iii) Partial Cases of Standard Product
 - iv) Discounted Product
 - v) Products with Discontinued Components
 - e) Products subject to recall shall be reimbursed in full, including shipping.
 - f) All returns shall be credited toward future purchases in the form of a Credit Memo. No cash refunds will be given. Credits towards future purchases must be claimed within 3 months of the date on credit memo; credits will be automatically removed from the customer's account on that date.

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- 8) **Documentation.** Customer assumes responsibility for traceability and certificates of compliance upon receipt.
- 9) **Order Cancellations / Changes.**
 - a) **Custom Orders** that are cancelled within 72 hours of placement will be assessed a cancellation fee of \$200. For custom orders, customer will be held responsible for all components that are dedicated to the kit at the time of order placement. A change order fee of \$100 will apply to changes requested by the customer for established custom kits. All kit changes requiring a label change will be assessed a fee of \$175. A purchase order must be received for label and/or kit changes to be initiated. Stradis reserves the right to fill custom orders within 10% (plus or minus) of original case quantities ordered.
 - b) **Standard Order** cancellations or changes may incur a charge up to 30%. The total amount for the order is retained as credits toward future orders.
- 10) **Taxes and Fees.** Any relevant taxes, duties, customs, or other fees shall be charged to the Customer.
- 11) **Option to Accelerate.** Stradis has the right, upon written notice to Customer, to demand immediate payment of amount due in the event a breach of contract or violation of terms and conditions is found or ability to pay is impaired.
- 12) **No Resale.** Stradis labeled products are intended for Customer's own use and shall not be re-sold or distributed without advance written authorization from Stradis.
- 13) **Re-Processing of Single Use Devices.** Any re-processing of single use devices is prohibited and shall void any warranty, and Stradis assumes no liability for this product.
- 14) **Limited Liability.** Customer shall indemnify and hold Stradis harmless for any losses, damages, costs, or penalties above and beyond the value of the products delivered. Stradis is not liable for any losses incurred by Customer due to product shortages or failure in Stradis' supply chain to deliver on scheduled date.
- 15) **Dispute Resolution.** Any unsettled disputes, claims, actions or proceedings seeking to enforce any provision of this agreement shall be resolved, at Stradis' election either through binding arbitration in respective county in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in the local Circuit Court. The prevailing party in any arbitration or litigation shall be entitled to recover its attorney's fees, including in all investigations, trials and appeals.
- 16) **No Assignment or Third-Party Rights.** Customer shall not transfer any purchasing agreement to any affiliate or third party without express written permission of Stradis. Nothing in this agreement is intended to confer rights of enforcement or change to any third party.
- 17) **Force Majeure.** Stradis shall not be liable to the Customer for direct, indirect, consequential, incidental, punitive, or other damages arising from a Force Majeure event. The occurrence of a force majeure event shall not excuse a Customer from performing its obligation or duties under these terms and conditions, but will suspend such obligations up to but not exceeding 30 days.
- 18) **Governing Law.** This transaction shall be governed by laws in either the State of Georgia or Illinois, United States of America, without regard to its conflicts of law doctrine that would cause the laws of any other state to apply.
- 19) **Confidentiality.** Confidential or proprietary information exchanged as a result of the business transaction shall not be disclosed to any third party without express written consent of Stradis and the Customer.
- 20) **Requests for Information.** Customer may request additional information from Customer Service as follows:

www.stradishealthcare.com

3025 Northwoods Parkway
Peachtree Corners, Georgia 30071 USA
Toll free at 1-800-886-7275
Sales@stradishealthcare.com
Attn: Customer Service

www.stradishealthcare.com

3600 Burr Wood Dr
Waukegan, Illinois 60085 USA
847-887-8400
CS@Stradishealthcare.com
Attn: Customer Service