PURCHASE TERMS AND LIMITING CONDITIONS

Governing Terms
All products and services offered for sale by Advanced Polymers, a Vention Medical Company, ("Seller") and all orders are subject to the terms and conditions stated herein. These terms and conditions shall apply to the sale of the products and/or services (the "Products") described in this document or any Seller Quotation, Sales Order, Invoice, or other contract documentation to which these terms and conditions are attached or incorporated by reference (collectively, this "Contract"). The terms expressed herein shall be binding on Buyer without addition or alteration. Any additional or altered terms that may be proposed by Buyer, except as expressly agreed by an authorized representative of Seller in writing, no other terms and conditions, including any terms and conditions attached to, or contained within, Buyer’s request for quotation, acknowledgment, purchase order or other contract documentation shall apply. Buyer’s acceptance of the Products delivered by Seller shall constitute an affirmation by Buyer that the terms and conditions set forth herein govern the purchase and sale of the Products and that Buyer waives any and all objections to any such terms and conditions. THE TERMS OF THIS CONTRACT SHALL SUPERSEDE ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS PROPOSED BY BUYER OR CONTAINED ON BUYER’S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER.

Indemnity and Intellectual Property Disclaimer
Seller cannot guarantee that the Products will not infringe issued or pending patents and makes no warranties or representations, express or implied, against intellectual property infringement. Buyer bears sole responsibility for patent clearance and infringement and for protecting and registering any intellectual property rights covering the Products. Buyer agrees to indemnify, defend and hold Seller and Seller’s employees, shareholders, officers, agents, representatives and contractors, from and against any damages, losses, liabilities, costs and expenses including reasonable attorneys fees, suffered or incurred as a result of any claim related directly or indirectly to the Products, including but not limited to claims for Seller’s default, design defects, product liability, product recall, noncompliance with U.S. Food and Drug Administration or other regulatory standards and patent infringement, except to the extent attributable to Seller’s gross negligence or willful misconduct as determined by a court of competent jurisdiction. Nothing herein shall be construed as a license or sublicense to operate under any Seller or third party owned patent or other intellectual property right.

Prices, Taxes and Payment
All prices are firm unless otherwise agreed to in writing. Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Seller is required to prepay any such tax, Buyer will reimburse Seller. Payment terms shall be net 30 days after shipment by Seller. An interest charge equal to 1 1/2% per month (18% per year) will be added to invoices outstanding beyond 30 days after shipment. In addition Seller reserves the right to require pre-paid payment terms from any Buyer whose account is overdue for a period of more than 90 days or who has an unsatisfactory credit or payment record. Seller may also refuse to sell to any person until overdue accounts are paid in full.

Delivery and Shipment
Seller will make every effort to ship or provide the Products in accordance with the requested delivery date, provided that Seller accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery. All shipment costs shall be paid by Buyer, and if prepaid by Seller, the amount thereof shall be reimbursed to Seller.

Title
Title to the Products shall transfer to Buyer upon the shipment of the Products from the Seller facility.

Risk of Loss
The risk of loss or damage to the Products shall be assumed by Buyer upon the shipment of the Products from the Seller facility.

Disclaimer of Express and Implied Warranties and Damages
Buyer shall be responsible for making its own determination of suitability and completeness for use and conducting any necessary testing. Except as expressly provided in this document, SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES MADE WITH RESPECT TO THE PRODUCTS AND EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. The Products are being sold "AS IS." Any model or sample furnished to the Buyer is merely illustrative of the general type and quality of goods and does not represent that the Products will conform to the model or sample. Buyer’s remedy under any Seller’s warranty shall be limited to repair or replacement of the Product or component thereof which failed to conform to such warranty.
Inspection and Returned Goods
Buyer shall have the right to inspect the Products within 30 days of receipt thereof. Buyer shall notify Seller in writing within 30 days of receipt thereof if the Products do not meet specification, and Buyer shall return defective Products to Seller. If Seller is not notified within the allowed period of inspection set forth above, such Products shall be deemed to be accepted by Buyer and Buyer shall have no further recourse. Seller, in its sole discretion, may agree to accept the Products back where Buyer made a mistake and ordered the wrong part or the Buyer ordered the incorrect number of the Products, provided that the order was received by the Buyer not longer than forty-five (45) days from the date of the request to return Products. Under no circumstances shall trial lots or custom run orders be returnable. This includes standard shrink tubing that has been custom-made or cut to any length other than our standard 50’ length. If approval has been granted to Buyer to return the Products to Seller, the Products must be returned: (1) In the case of balloons, in the vials the balloons were sent in, in the original labeled plastic bags; (2) In the case of shrink tubing or extrusions, the inner poly-sleeve cannot have been opened, and the original label must still be on the package. If the seal has been cut, Seller will not accept the return. If the Products are returned, they must be packaged similar to the way they were packaged by Seller in order to protect the contents from being damaged. If, upon receipt at Seller, the Products are found to be damaged, then no credit or partial credit (as applicable) will be issued. The Buyer shall be responsible for all costs associated with shipping to and from Seller. Large orders of stock or standard items may be returnable; however a minimum re-stocking charge of $150.00 will apply.

Technical Advice
Seller may, at Buyer’s request, furnish technical assistance, advice and information with respect to the Products, if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge (unless otherwise agreed to in writing between Seller and Buyer) at the Buyer’s risk, and which is provided subject to the disclaimers set forth above.

Modifications, Waiver, Termination
This Contract may be modified, and any breach hereunder may be waived, only by a writing signed by the party against whom enforcement thereof is sought.

Governing Law
This Contract and its terms and conditions, shall be governed by and construed in accordance with the laws (other than those relating to conflict of laws questions) of the State of New Hampshire. Buyer agrees that any action at law, suit or equity or other judicial proceeding with respect thereto must be brought and maintained in the federal or state courts of record situated in the State of New Hampshire.

Limitation Of Liability
In no event shall Seller (including its affiliates and subsidiaries) be liable for anticipated or lost profits or for special, punitive, indirect, incidental, or consequential loss or damages. Seller’s total liability on any claim of any kind for any loss or damage whatsoever arising out of or in connection with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the Products which gives rise to the claim.

Assignment
Buyer shall not assign its rights or its obligations under this Contract without the written consent of Seller.

Cancellation Prior to Shipment
In the event Buyer requests that an order for Products which it has placed with Seller be cancelled prior to shipment, and with which Seller has agreement, Buyer shall be liable to Seller for all costs incurred by Seller as a result of such cancellation, including but not limited to, cancellation costs to suppliers and unreimbursed advances on goods, if any, together with any specifically identifiable incidental and consequential expenses.

Tool Ownership
Any and all tooling (including but not limited to, dies, patterns and molds) manufactured by or at the request of Seller (excluding Buyer-owned molds), or otherwise utilized by Seller in the production of any Products sold to Buyer, is proprietary to Seller, as is the development, design and use of the same. Ownership interest in said tooling is retained exclusively by Seller. Molds paid for by Buyer shall not be used in the manufacture of another buyer’s product.

General Provisions
The failure of Seller to enforce at any time any of the provisions of this Contract, to exercise any election or option provided herein, or to require at any time performance by Buyer of any of the provisions hereof shall in no way be construed to be a waiver of any such provision, or the right of Seller thereafter to enforce each and every such provision. This Contract contains the complete and exclusive statement of the agreement between the parties in connection with the subject Products and supersedes any previous understandings, communications, commitments, or agreements, oral or written. Buyer warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Seller any gratuity with a view toward influencing such person with respect to the terms, conditions or performance of this Contract or any contracts with Seller. Seller and Buyer are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of this Contract that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Contract with respect to such party or circumstance without invalidating the remainder of this Contract or the application of such provision to other persons or circumstances. The headings used in this Contract have no legal effect.

OFFICE OF THE GENERAL COUNSEL
MUSC/MUHA
APPROVED AS TO FORM
By: 9-5-14
Date: 9-5-14

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