

## Aspen Standard Terms and Conditions

1. These Terms and Conditions apply to companies who have successfully completed a credit application and to whom credit is extended (each, a "Customer"). Aspen Surgical Products, Inc. ("Aspen") retains the right to refuse, revoke or change credit at any time.
2. All purchase orders must have a net total of at least \$50.00 (the Minimum Order Requirement). If the Minimum Order Requirement is not met, a \$25.00 minimum order fee will apply.
3. Customer agrees to pay a \$10.00 handling fee for each order.
4. Aspen may change product pricing from time to time and will notify Customer of any such pricing adjustment upon receipt of the order. If, however, Aspen has agreed to hold its pricing for a fixed term in a separate written contract with Customer, then the pricing in such contract shall apply. Aspen will administer orders based on the group purchasing organization ("GPO") contract, if any, aligned with the terms of the order, provided that for appropriate pricing to be applied, Customer must (a) be a current member of the GPO; and (b) designate such GPO as its primary GPO for the order. If either of the foregoing are not met, Customer must instruct otherwise by emailing [GPO@aspensurgical.com](mailto:GPO@aspensurgical.com).
5. Aspen will review all Customer order forms and retains the right to correct any order that includes incorrect information or information that is inconsistent with these Terms and Conditions. Customer will be notified verbally on a verbal order and via email/fax confirmation form on an email/fax order of any such correction. Customer shall update Aspen when changes in information occur.
6. Orders may be canceled or rescheduled only with prior written consent of Aspen.
7. Customer agrees to pay the purchase price for products ordered, and all taxes, handling and shipping fees, as invoiced by Aspen. The value of any rebates, discounts, incentives, or products provided at no charge to Customer may constitute a "discount or other reduction in price" under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. Sec.1320a-7b(b)(3)(A). Customer must satisfy any and all requirements relating thereto, including, when required by law, disclosing all such discounts or other reductions in price received from Aspen and accurately reporting under any state or federal health care program the net cost actually paid by Customer.
8. Payment terms are NET 30 DAYS. Aspen may charge a late payment fee in the amount of 1.5% per month or the highest rate allowed by law, whichever is greater, on any overdue undisputed amount. In addition, Customer is responsible for any and all of Aspen's collection costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with any owed amount.
9. All orders will be shipped FOB Origin. Customer will pay shipping costs and may choose to utilize its own shipping account number; otherwise, shipping costs will be pre-paid and added to invoice. Title and risk of loss will transfer to Customer upon delivery to the first carrier.
10. Aspen will not be liable for delays in deliveries caused by an event beyond its reasonable control. In such event, Aspen may allocate its available supply of products to its customers in an equitable manner and may terminate any order in whole or in part without liability as to any unallocated portion of the order.
11. All product returns require an RMA and are subject to the foregoing Aspen Surgical Return Policy located on the website at [www.aspensurgical.com/resources/return-policy/](http://www.aspensurgical.com/resources/return-policy/). Products returned within 30 days from original shipment date are free of charge. For shipment discrepancies, Customer must report within 60 calendar days of delivery.
12. Customer may not resell any Aspen products without written approval from Aspen.
13. All product warranties are as described in the package inserts or instructions for use available with the product or on the [www.aspensurgical.com](http://www.aspensurgical.com) website. OTHER THAN AS SET FORTH IN THE PRECEDING SENTENCE, ASPEN MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
14. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, (A) THE TOTAL LIMIT OF ASPEN'S LIABILITY TO CUSTOMER UNDER ONE OR MORE CLAIMS HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY CUSTOMER TO ASPEN IN THE 6 MONTHS PRECEDING THE DATE OF THE APPLICABLE CLAIM; AND (B) IN NO EVENT WILL ASPEN BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, COST OF CAPITAL, COST OF ANY SUBSTITUTE PRODUCT, FACILITIES OR SERVICES, DOWN-TIME COSTS, OR LOST REPUTATION), HOWSOEVER ARISING, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
15. These Terms and Conditions represent the entire agreement between Aspen and Customer pertaining to the subject matter hereof and will apply to all orders submitted by Customer. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between Aspen and Customer with respect to these Terms and Conditions are of any force or effect, and any and all changes to these Terms and Conditions must be negotiated and mutually agreed upon in writing in a separate contract signed by authorized representatives of Aspen and Customer. Aspen expressly conditions its sale of products on Customer's assent to these Terms and Conditions, notwithstanding any different, additional, or conflicting terms or conditions contained in any purchase order or other terms proposed by Customer, and Aspen specifically rejects any such different, additional, or conflicting terms and conditions. If Customer is purchasing products under a GPO contract between Customer's designated GPO and Aspen, then the terms and conditions of such GPO contract shall govern Customer's purchase of such products, are incorporated herein by this reference, and shall supersede these Terms and Conditions to the extent of any conflict.