



## TERMS & CONDITIONS OF ACCEPTANCE OF ORDER

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**THIS AGREEMENT GOVERNS YOUR PURCHASE OF PRODUCTS FROM OSCOR INC. PLEASE READ IT CAREFULLY. NO OTHER TERMS APPLY. BY SUBMITTING YOUR ORDER YOU ARE AGREEING TO THESE TERMS.**

### **1. ORDERING INFORMATION:**

All orders or inquiries should be addressed to Oscor Inc. - Attention to Customer Service Department through any of the following methods:

- a. Email: sales@oscor.com
- b. Fax: 727.934.9835
- c. Please order products using Oscor model number and description.
- d. Product packaged in multi-unit cartons must be ordered as such.
- e. Custom products must follow requirements on the quote provided by Oscor Inc.

### **2. PRICES:**

All prices are in U.S. Dollars. All prices are subject to change without notice. All prices shown are F.O.B. Palm Harbor, Florida, U.S.A. unless otherwise specified. Quotations are not valid after 30 days.

### **3. TERMS:**

- a. Oscor reserves the right to make changes to these terms and conditions without notice.
- b. All customer orders are subject to Oscor Inc. acceptance.
- c. Orders are accepted under Oscor's terms and conditions unless previously agreed to in writing.
- d. Net 30 days with pre-approved credit.
- e. All international orders must be prepaid.
- f. Invoices not paid when due shall bear interest at the rate of two percent (2.0%) per month. In the event collection proceedings are necessary, the customer agrees to pay reasonable attorney fees and costs incurred by Oscor Inc. in collecting past due accounts.
- g. Oscor Inc. accepts American Express, MasterCard, Visa, Checks and Wire transfers (fee for incoming wire transfer and surcharge for credit card payment may apply).
- h. All sales are final.

### **4. DISTRIBUTION PRIVILEGES:**

Oscor Inc. only grants a non-exclusive permit to sell our line of products. Oscor reserves the right to revoke distribution rights without notice.

### **5. PRODUCT CHANGES:**

Oscor Inc. reserves the right to change or alter the specifications of any of its products identified in the catalog without notice. Oscor Inc. reserves the right to discontinue any of these products without notice.

### **6. SPECIAL ORDERS, OEM-MADE PRODUCTS & COMPONENTS:**

- All orders for custom made products are based on a best effort basis, cannot be canceled and are nonrefundable in all events.
- OEM projects are quoted based on information provided at the time of the quote. As projects develop, additional charges will be quoted accordingly.

- Unless otherwise specified, an overrun or under run of 10% on all orders will be allowed.
- Oscor Inc. agrees to manufacture custom product according to specifications provided by customer. Since Oscor Inc. does not control the overall design, it does not guarantee its performance.
- NRE charges are nonrefundable in all events.
- NRE charges associated to an OEM project will be charged to customer at the beginning of the project unless otherwise agreed upon in writing by Oscor and the customer.
- NRE charges associated to raw materials will be billed to customer when the order is released by Oscor to the vendor.

### **7. MINIMUM ORDERS:**

Oscor Inc. reserves the right to require a minimum order for the products sold hereunder. Unless otherwise specified, an overrun or under run of 10% on all orders will be allowed.

### **8. DEMONSTRATION SAMPLES:**

Non-sterile demonstration samples of products may from time to time, on a case by case basis, be available. All demo samples are not for human use.

### **9. LEAD TIMES:**

All catalog items will follow standard Oscor lead times. Lead times are approximate and are based upon prompt receipt of all necessary information and Oscor's ability to obtain the necessary raw materials. For non-catalog items, the lead time is calculated from the date all components became available to manufacturing. Orders required sooner than standard lead times are subject to expedite fee. Expedite fee fluctuates by product, order size and expectancy.

### **10. SHIPPING AND HANDLING/RISK OF LOSS:**

Product prices do not include shipping and handling. All orders are shipped F.O.B. Palm Harbor, Florida, USA. Oscor will use its discretion in selecting a reputable carrier and appropriate means of shipment. All orders are subject to shipping and handling charges. These charges will vary depending on the size of the shipment. Risk of loss or damage to products in transit will be upon Buyer. In the event of product damage or loss during transit, it is the Buyer's responsibility to file a claim with the carrier.

### **11. DELIVERY:**

Shipping dates are approximate and are based upon prompt receipt of all necessary information and Oscor's ability to obtain the necessary raw material. The goods will be prepared for shipment in a manner prescribed by Oscor Inc. We will not be liable for delays in performance or non-performance which are due to causes beyond our control,



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including but not limited to: (a) acts of God, Buyer's acts, fires, floods, priorities, epidemics, war, government action or sabotage; (b) inability to obtain necessary labor, materials, components or manufacturing facilities; (c) changes in specifications, directions or design requested by Buyer or agreed to by Buyer; or (d) Buyer's delay in approving documents. In the event of any such delay, the date of delivery will be extended by the same amount of time lost by the delay.

### 12. REPAIRS:

Oscor will not be held responsible for repairs or alterations made outside our factory. All repairs performed outside Oscor will void all warranties.

### 13. CANCELLATION OR DEFERRED DELIVERY:

Buyer may cancel an order only upon Oscor's written approval and upon payment of reasonable charges specified by Oscor, which will normally include charges for the following: (a) work completed, at full unit price; (b) work in progress, at cost of completed operations plus overhead and percentage of profit attributable thereto; (c) raw materials and purchased parts at a cost to us plus our handling charge; (d) unamortized tooling on the basis of balance due to us; and (e) any other expenses or charges including engineering and overhead charges incurred by us in connection with the performance of the contract up to date of cancellation. Buyer's request for deferral of delivery may, at our option, be treated the same as cancellation of the order, and in such event, the foregoing cancellation charges will apply.

### 14. RETURN GOODS POLICY:

**ALL SALES ARE FINAL.** All goods returned must first be authorized by Oscor, Inc. RGA number must be requested within 30 days of shipment. All returned goods must be in original packaging and intact conditions. All returned goods are subject to a restocking fee of \$100.00. No exceptions. Items returned to Oscor will only be exchanged for product. All freight charges must be prepaid by the Customer.

### 15. ADDITIONAL COSTS:

Buyer will reimburse Oscor, at our standard rates, for any additional costs attributable to changes in the specifications, directions, or design of the products furnished hereunder which were requested or approved by Buyer.

### 16. QA AUDITS:

Oscor welcomes customer's quality audits. For this reason the third week of the month is reserved for quality audits for those customers with Contract Manufacturing Agreements. Oscor will assign one day per audit. Audits requiring more than one day will be subject to NRE charges. All audits are subject to Oscor's approval.

### 17. OSCOR INC. DOCUMENTATION DISCLOSURE POLICY:

For intellectual property protection reasons, Oscor Inc. reserves its right to disclose its internal documentation to the customers and OEM companies according to the following policy.

The following documents are considered confidential and will not be disclosed:

- a. Internal audit worksheet and nonconformance report; except Audit Certificate.
- b. Any drawings, specifications and procedures pertaining to Oscor Inc. or OEM company materials, parts, components, finished devices, and equipment. An OEM Company can review the above documents that pertain only to their project or product.
- c. The FDA inspection report.
- d. The ISO audit report.
- e. Product submission dossier.
- f. List of vendors.
- g. List of parts and materials.
- h. Oscor will not provide a copy of Quality Manual. QM can be audited on site.

### 18. INTELLECTUAL PROPERTY PROTECTION AND RIGHTS FOR OEM OR CUSTOM ORDERS:

Buyer warrants that the goods resulting from their specification do not infringe upon any third party's intellectual property, including patents, copyrights, trademarks, or trade secrets, and that the Buyer has all necessary rights to sell or license the Goods. The Buyer agrees to indemnify, defend, and hold harmless Oscor, its successors, assignees, customers, and users of its products from and against all claims, costs, damages, judgments, losses and expenses (including attorneys fees) arising from the infringement or alleged infringement of any such intellectual property in connection with such Goods, unless infringement occurs solely as a result of the incorporation of specifications provided by Buyer. Furthermore, Oscor Inc. recognizes that, in providing engineering and/or other services to our customers, Oscor will employ techniques, circuits, software, systems, processes, designs, technical information, and other technology, developed or acquired by Oscor in the course of its practice. A purchase order does not constitute a transfer or exclusive right to use this technology unless previously agreed upon in writing by Oscor Inc. and the customer. Please be aware that Oscor Inc. reserves the right to collect royalty fees on the retail sales price for the technology provided by Oscor Inc.

### 19. FORCE MAJEURE:

Oscor Inc. should not be required to perform its obligations under this agreement, nor will Oscor Inc. be liable for delays in performance or non-performance which are due to causes beyond our control, including but not limited to: acts of God, Buyer's acts, fires, floods, priorities, epidemics, war, government action or sabotage.

### 20. APPLICABLE LAW:

This contract will be governed by the laws of Florida, USA.

### 21. GENERAL AGREEMENT:

The above terms and conditions will apply to all transactions between Oscor Inc. and the Buyer. Buyer acknowledges that by placing any order



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with Oscor Inc. that the transaction will be subject to and governed by these conditions and by the laws of the State of Florida, U.S.A. Variations from these conditions are only valid if expressly agreed to in writing by Oscor Inc. Buyer agrees that any terms and conditions set out in Buyer's order form or otherwise shall be inapplicable to any order placed with Oscor Inc. to the extent they conflict with the above terms.

### **22. LIMITED WARRANTY AND DISCLAIMER FOR OSCOR PERMANENT PACING LEADS ONLY:**

Subject to the conditions and limitations set forth below, Oscor Inc. warrants that its permanent pacing leads will be free from defects in material or workmanship while in place in the patient in whom it is originally implanted. Oscor Inc. will furnish, without charge, a replacement for any lead that it determines to have failed to function within normal tolerances because of a defect in materials or workmanship. The responsibility of Oscor Inc. under this Limited Warranty is specifically conditioned upon each of the following conditions being met:

- a. The lead must have been implanted prior to the "USE BEFORE" date marked on the package.
- b. Oscor Inc. must receive an original registration card within thirty (30) days of implant in order to validate Limited Warranty.
- c. The lead has not been damaged or altered by improper handling, use, or placement.
- d. The explanted lead must be returned to Oscor Inc. within thirty (30) days after removal from the patient and must be accompanied by data documenting the measured lead impedance and threshold characteristic prior to removal. In the event that the lead removal is impractical, Oscor Inc. will accept lead threshold data accompanied by alternative objective evidence of lead failure, such as x-ray imagery.
- e. The replacement lead must be a lead manufactured by Oscor Inc.
- f. All claims must be submitted in writing with required data to Oscor Inc., Attention: Customer Service.

**THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WHICH ARE SPECIFICALLY DISCLAIMED, EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY. OSCOR INC. SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT CONSEQUENTIAL OR INCIDENTAL DAMAGES CAUSED BY DEVICE MALFUNCTION, FAILURE, OR DEFECT, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE.**

### **23. WARRANTY DISCLAIMER FOR ALL OTHER OSCOR PRODUCTS:**

**FOR ALL OTHER PRODUCTS, EXPRESSED OR IMPLIED, WARRANTIES ARE HEREBY DISCLAIMED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

No person has the authority to bind Oscor Inc. to any representation or warranty in connection with the sale or use of its products. Oscor Inc. will not be responsible for medical expenses, any direct, consequential or incidental damages arising out of the purchase, use, removal or replacement of an Oscor Inc. product.

### **24. GENERAL WARNING:**

Oscor Inc.'s implantable leads are implanted in an extremely hostile environment of the human body. Leads are necessarily very small in diameter and must be very flexible, which unavoidably reduces their potential performance or longevity. Leads may fail to function for a variety of causes, including but not limited to medical complications, body rejection phenomenon, allergic reaction, fibrotic tissue, failure of lead by breakage, fracture, breach of manufacture, and testing prior to sale. Leads may be damaged before, during, or after insertion by improper handling, placement, or by other intervening acts. Consequently, no representation is made that insertion by improper handling or cessation of function of the lead will not occur or that the body will not react adversely to the implantation of leads or that medical complications (including perforation of the heart) will not follow the implantation of leads or that the lead will, in all cases, restore adequate cardiac functions.