

## TERMS AND CONDITIONS OF SALE

- 1) **Acceptance of Orders.** If the Customer or the Customer's group purchasing organization has a written agreement with Genico, Inc. (dba GENICON), 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) **Terms of Payment.** Payment terms are net 30 days from invoice. Late payments shall be assessed a 1.5% interest rate per month late.
- 3) **Invoice Discrepancy.** Any discrepancy on invoice must be reported to GENICON within 30 days of invoice date to qualify for an adjustment.
- 4) **Shipping Methods.** GENICON's standard shipping method for all U.S. Customers shall be via ground. 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.
- 5) **FOB.** All Shipments will be FOB Origin.
- 6) **Warranties / Returns / Credits.** All returns must be pre-approved with a GENICON RMA number.
  - a) All GENICON products will be warranted free of manufacturer's defect when used in accordance with GENICON's approved applications and in accordance with written product instructions, for one year after invoice date, upon use, or upon expiration date, whichever occurs first. All other warranties, express or implied are disclaimed. The liability of GENICON under this warranty is limited to return of the defective product. GENICON is not liable for special, incidental or consequential damages.
  - b) All returns must be in complete shelf box quantities for full credit less 25% restocking fee, up to 90 days from date of invoice. After 90 days, no return will be accepted. Custom/special ordered product will not be accepted for return. Genicon retains the right to reject requests for return. Freight for returns shall be at customer's expense. Products subject to recall shall be reimbursed in full, including shipping.
  - c) All returns shall be credited toward future purchases. No cash refunds will be given.
- 7) **Order Cancellations / Changes.** Orders that are cancelled within 30 days of scheduled shipping date will be assessed a cancellation charge of 25%. Cancellations or changes for custom or special ordered items shall incur a 50% charge and the total amount for the order are retained as credits toward future orders.
- 8) **Taxes and Fees.** Any relevant taxes, duties, customs, or other fees shall be charged to the Customer.
- 9) **Option to Accelerate.** GENICON 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.
- 10) **No Resale.** GENICON products are intended for Customer's own use and shall not be re-sold or distributed without advance written authorization from GENICON.
- 11) **Re-Processing of Single Use Devices.** Any re-processing of single use devices shall void any warranty, and GENICON assumes no liability for this product.
- 12) **Limited Liability.** Customer shall indemnify and hold GENICON harmless for any losses, damages, costs, or penalties above and beyond the value of the products delivered. GENICON is not liable for any losses incurred by Customer due to product shortages or failure in GENICON's supply chain to deliver on scheduled date.
- 13) **Dispute Resolution.** Any unsettled disputes, claims, actions or proceedings seeking to enforce any provision of this agreement shall be resolved, at GENICON'S election either through binding arbitration in Orlando Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in the Circuit Court in Orange County Florida, or if it has or can acquire jurisdiction, at GENICON's election, in the United States District Court for the Middle District of Florida. The prevailing party in any arbitration or litigation shall be entitled to recover its attorney's fees, including in all investigations, trials and appeals.
- 14) **No Assignment or Third Party Rights.** Customer shall not transfer any purchasing agreement to any affiliate or third party without express written permission of GENICON. Nothing in this agreement is intended to confer rights of enforcement or change to any third party.
- 15) **Force Majeure.** GENICON 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.
- 16) **Governing Law.** This transaction shall be governed by the laws of Florida, United States of America, without regard to its conflicts of law doctrine that would cause the laws of any other state to apply.
- 17) **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 GENICON and the Customer.
- 18) **Requests for Information.** Customer may request additional information as follows:
  - a) **Call GENICON Customer Service at:**  
1-407-657-4851 (x101) or  
Toll free at 1-800-936-1020 (x101)
  - b) **Visit GENICON's Website at:**  
[www.geniconendo.com](http://www.geniconendo.com)
  - c) **Write GENICON at:**  
6869 Stapoint Court #114  
Winter Park, Florida 32792 USA  
Attn: Customer Service