

Terms and Conditions of Sale

The following Terms and Conditions of Sale constitute an integral part of this Innov8ortho, LLC ("Innov8ortho") Product List and apply to all purchase orders. All prices and terms are subject to change without prior notice. Innov8ortho is the sole contracting party and Seller of Record for the sale and delivery of Products to facilities. Innov8ortho assumes all obligations to Customer under this Agreement irrespective of its relationship with any Manufacturer.

Definitions

- (a) "Agreement" refers collectively to these Terms and Conditions of Sale and the Product List.
- (b) "Bill Only Purchase Order" means a Purchase Order issued by Customer for Products provided for a specific patient procedure, where the Product is delivered to the facility but not invoiced until after the procedure is completed and Product usage is confirmed.
- (c) "Customer" means the individual, company, or entity purchasing Products from Innov8ortho.
- (d) "Invoice" means the written billing statement issued by Innov8ortho to Customer for Products supplied.
- (e) "Manufacturer" means any third-party entity that manufactures the Products supplied by Innov8ortho.
- (f) "Products" means any and all goods, equipment, or materials offered for sale or supplied by Innov8ortho under this Agreement.
- (g) "Purchase Order" means any order for Products submitted by Customer to Innov8ortho in accordance with these Terms and Conditions including Bill Only Purchase Orders.

I. Bill Only Purchase Orders

For all Bill Only Purchase Orders, Innov8ortho will invoice Customer only for those Products confirmed as used during the procedure, based on the usage documentation provided by Innov8ortho and acknowledged by Customer.

Scope and Applicability

These Terms and Conditions of Sale govern all Bill Only transactions where Innov8ortho provides loaned inventory to Customer for use in scheduled procedures. By accepting delivery or utilizing Innov8ortho's Products, Customer agrees to these Terms and Conditions of Sale.

Delivery and Documentation

Innov8ortho shall deliver Products as requested by Customer prior to the scheduled procedure. Innov8ortho's representative shall document all Products used during the procedure on a charge sheet (e.g., sticker sheet) and provide such documentation to Customer promptly. Customer acknowledges that Innov8ortho's documentation shall serve as the basis for billing and payment.

Customer Responsibilities

Customer shall reconcile the charge sheet against its electronic health record ("EHR") and promptly notify Innov8ortho of any discrepancies. Customer shall enter validated data into its enterprise resource planning ("ERP") system and issue a Bill Only Purchase Order without undue delay. Customer shall ensure that pricing and item details are consistent with applicable contracts and promptly resolve any discrepancies.

Risk Allocation

Innov8ortho shall not be liable for delays in Customer's internal processes, including reconciliation, ERP entry, or Purchase Order issuance. Customer assumes responsibility for any administrative delays or errors that impact payment timing.

Title and Risk of Loss

Title to and risk of loss for all Products shall transfer to Customer upon delivery to Customer's designated location, regardless of whether a Purchase Order has been issued or the Products have been used. Customer shall bear all responsibility for safeguarding Products after delivery.

II. Acceptance of Purchase Orders

All Purchase Orders are subject to acceptance at Innov8ortho's Customer Service Department located in Englewood Cliffs, New Jersey and will be deemed accepted only when confirmed in writing or upon Innov8ortho's commencement of performance.

For convenience, customers may place Purchase Orders or make inquiries (between the hours of 8:30 a.m. – 5:30 p.m. EST, Monday – Friday, exclusive of all federal and state holidays) by calling 917-765-7847.

E-mail Purchase Order to:
custsvc@innov8ortho.net

Mail Purchase Order to:
Innov8ortho, LLC
930 Sylvan Ave, Suite 125
Englewood Cliffs, NJ 07632
Attn: Customer Service

III. Payment Terms

Unless otherwise provided on Innov8ortho's Invoice, Invoices must be paid in full by Customer thirty (30) days after the date of Innov8ortho's Invoice.

Pricing shall be in accordance with the applicable contract or, absent such contract, Innov8ortho's standard pricing. Customer shall remit payment within thirty (30) days of Invoice date, regardless of internal reconciliation delays. Any disputes regarding pricing or usage shall not suspend Customer's obligation to pay undisputed amounts.

IV. Price and Taxes

Prices shown on Innov8ortho Invoices are net of discounts provided at the time of purchase and Products listed on an Invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Innov8ortho. Customer must: (i) claim the value of all rebates and/or discounts in Customer's fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Innov8ortho concerning discounts and rebates upon request.

Innov8ortho's price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, "Taxes"). Customer will be liable for all Taxes, whether or not Innov8ortho Invoices Customer for such Taxes (unless Customer will provide Innov8ortho at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).

V. Shipping and Related Charges

Terms of sale on all Purchase Orders are F.O.B. shipping point. If applicable, each Purchase Order will incur a shipping and handling charge of \$25.00. All shipments of Product will be placed with the carrier for requested 2-day delivery.

Expedited Shipments: Customers requiring expedited delivery will be invoiced for the difference associated with the expedited delivery.

Shipping Damage: Although Innov8ortho takes special care in the packaging of its Products, damage may occur in transit. All Products must, therefore, be inspected and any damage noted on the freight bill and reported to the carrier, upon receipt of Product. Although Innov8ortho's responsibility for damage ceases upon deposit with carrier, Innov8ortho may extend assistance in helping customer settle damage claims.

VI. Return Goods and Related Charges

Return Authorization/Repairs: Customer must obtain a return authorization number from Innov8ortho or Innov8ortho account representative before any Product can be returned for repair, replacement, refund, or credit. To obtain a return authorization number, Customer must provide Innov8ortho with (1) the Innov8ortho catalog number and quantity of Product to be returned; (2) the reason for the return/repair; (3) a description of the Product being returned for repair; (4) the name and telephone number of a Customer contact who may be called if Innov8ortho requires further information; and (5) at least one of the following: (i) the applicable customer purchase number, (ii) the applicable Innov8ortho invoice number, and (iii) the applicable Product lot or serial number. A Purchase Order is required for all repairs even in situations where there is no charge. If the Product to be repaired is covered by a written Limited Product Warranty, a copy of the original invoice must be sent with the Product. The cost of repair not covered by a written Limited Product Warranty must be paid by the Customer.

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Non-Returnable Products: Customer is not entitled to return nor eligible to receive repair, replacement, refund, or credit for any Product described below (collectively, “Non-Refundable Products”):

- Product damaged in transit;
- Product shipped in error and returned more than 30 days after the date of the applicable Innov8ortho invoice (unless such Product is subject to a recall arising out of the negligent acts or omissions of Innov8ortho (a “Quality Recall”);
- Non-defective Product return in quantity less than Innov8ortho’s original unit of sale;
- Non-defective Product returned more than 90 days after date of applicable Innov8ortho invoice (unless part of a Qualified Recall);
- Defective Product returned after expiration of applicable warranty period (unless part of a Qualified Recall);
- Product sold non-sterile that has been subjected to sterilization processing;
- Product sold for single use that has been re-used or re-processed;
- Product that has been altered, further manufactured, packaged, processed, abused, or misused;
- Product that has been adjusted or repaired by anyone other than by Innov8ortho or a person or entity authorized in writing by Innov8ortho; and
- Product that is a “custom” device unless such Product is defective for a reason other than manufacture to Customer’s specifications.

Authorized Return Products and Freight Charges: With regard to those Products (other than Non-Returnable Products) for which Customer has obtained a return authorization number. Innov8ortho will accept returns for such Products if they are: (1) determined by Innov8ortho to be defective and returned within applicable warranty period; (2) no defective, in saleable condition and returned within 90 days of the corresponding Innov8ortho invoice date and represent Product shipped in error by Innov8ortho (such products, collectively, “Authorized Return Products”). All Authorized Return Products must be returned freight prepaid by Customer. All Authorized Return Product returned freight collect will be refused by Innov8ortho and returned to Customer at its expense. Innov8ortho will, at its option, refund or credit Customer for all freight charges incurred in connection with returning to Innov8ortho any Authorized Return Product.

Allowance Schedule for Authorized Return Products: For those Authorized Return Products that Innov8ortho has elected to provide a refund or credit, Innov8ortho will pay a refund or issue a credit to customer within 30 business days of Innov8ortho’s receipt of the Authorized Return Products, based on the original purchase price.

VII. Confidentiality

Customer will not disclose to any third party these Terms and Conditions of Sale, including the Product List, or any other information provided by Innov8ortho to Customer, without Innov8ortho’s written approval, except as may be required by law or lawful order of any applicable government agency.

VIII. Product Training

Innov8ortho may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Innov8ortho provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer’s acceptance thereof.

IX. Limited Product Warranty; Disclaimer and Limitation of Liability

Innov8ortho warrants to the original purchaser that each Product set forth in the Product List will be free from defects in material and workmanship for the period set forth in the labeling of the particular Product or, if no such period is set forth in the labeling, for a period of one (1) year from date of purchase (the “Limited Product Warranty”). If Product proves to be so defective, such Product may be returned to Innov8ortho for repair, replacement, refund or credit at Innov8ortho’s option, in accordance with

Innov8ortho’s Return Goods Policy set forth in Section VI of these Terms and Conditions of Sale. Any alteration, abuse, misuse, further manufacture, packaging, processing, adjustment or repair by any person or entity other than Innov8ortho or a person or entity authorized in writing by Innov8ortho shall void this Limited Product Warranty ab initio. THIS LIMITED PRODUCT WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY AND REMEDY STATED IN THIS LIMITED PRODUCT WARRANTY WILL BE SOLE LIABILITY OF INNOV8ORTHO AND REMEDY AVAILABLE TO CUSTOMER FOR PRODUCTS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND INNOV8ORTHO WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL INNOV8ORTHO BE LIABLE FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, ANY PURCHASE ORDER, THESE TERMS AND CONDITIONS OF SALE OR OTHERWISE, IN EXCESS OF THE AMOUNT PAID BY CUSTOMER TO INNOV8ORTHO PURSUANT TO THE PURCHASE ORDER TO WHICH CLAIM, LOSS OR DAMAGE RELATES.

X. Product Changes

All Products and product specifications identified in the Product List are based upon the information available to Innov8ortho at the time of publication. Innov8ortho reserves the right to discontinue any Product or to change any product specifications without notice.

XI. Termination

Any customer Purchase Order may be terminated by Innov8ortho as follows: (1) upon 5 business days prior written notice to Customer for Purchase Orders other than Bill Only Purchase Orders; (2) effective immediately, if Customer commits a material breach of any provision of the Purchase Order or these Terms and Conditions of Sale and such breach continues for a period of 30 days following notice; or (3) effective immediately, if the Customer files, or has been filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law or makes or seeks to make a general assignment for the benefit of its creditors or applies for or consents to the appointment of a trustee, receiver, or custodian for its property or a substantial part of its property.

XII. Force Majeure

Innov8ortho will not be liable for its failure to perform or a delay in performance of any order due to strikes, fire, explosion, flood, riot, lockout, injunction, interruption of transportation, unavoidable accidents, acts of government or a public enemy, terrorism, inability to obtain supplies at reasonable prices, or other causes beyond its control.

XIII. Choice of Law

All transactions under these Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of New York as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles that would result in the application of any law other than the law of the State of New York.

XIV. General

None of the foregoing Terms and Conditions of Sale may be amended or modified except upon Innov8ortho’s express written consent stating that it is an amendment or modification thereto. Any failure by Innov8ortho to enforce any provision of these Terms and Conditions of Sale shall not be construed as a waiver of such provision or the right to enforce it in the future. If any provision of these Terms and Conditions of Sale is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions.

In the event of any inconsistency between these Terms and Conditions of Sale and those contained in any Purchase Order, purchase order release, confirmation, acceptance, or any similar document, the terms and conditions set forth herein shall prevail. These Terms and Conditions of Sale constitute the entire understanding between Innov8ortho and Customer and supersede all prior terms and conditions of sale published by Innov8ortho, in each case, related to the subject matter hereof.