



# PRODUCT RETURN POLICY

- Coapt Product(s) returned unopened, unused, and/or unincorporated into a diagnostic or definitive prosthesis (“Resaleable Condition”) within 30 days of receipt are refunded or credited at full invoiced product amount, excluding any shipping and handling charges.
- Coapt Product(s) returned in Resaleable Condition between 30-120 days of receipt will be subject to a restocking fee of 15% of invoiced product amount. Fee to be deducted from refund or credit.
- Coapt Product(s) returned after 120 days of receipt are not accepted and no refund or credit is available.
- Applicable refunds and/or credits will be processed within 30 days of receipt of return.
- Service/refurbishment costs for returning Coapt Product (s) to Resaleable Condition will be deducted from any refund and/or charged separately.

## TERMS AND CONDITIONS OF SALE

### SCOPE

All orders for Coapt Product(s) (“Items”) by you (“Customer”) are subject to acceptance by Coapt, LLC (“Coapt”) and shall be accepted upon the following express Terms and Conditions, and such Terms and Conditions shall constitute the entire contract between Customer and Coapt.

"Cost Estimate" means the custom price schedule of Items that may be provided by Coapt.

"Terms and Conditions" means these Terms and Conditions of Sale, including the Cost Estimate, and any additions or amendments hereto which are agreed to in writing by Coapt, such as: (i) Coapt shall not be subject or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions. Coapt shall not be deemed to have amended or waived any provision, term or condition, or to have given any required consent of approval, or to have waived any breach by the Customer of any of these Terms and Conditions, unless specifically set forth in writing and executed on behalf of Coapt by a duly authorized officer. No other employee, servant, agent or representative of Coapt has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and Coapt shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver. (ii) No waiver by Coapt of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer.

By completing and signing any Customer credit application and/or accepting the shipment of the Items, Customer acknowledges its agreement to these Terms and Conditions.

### ORDERS

The Customer may order Items by submitting a purchase order to Coapt, by placing a telephone, email, fax, internet, or verbal order which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of the offer by Coapt to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. Coapt reserves the right to refuse to proceed with work at any time based upon an unfavorable Customer credit report and/or because of Customer balance owing to Coapt.



# PAYMENT AND CREDIT

Payment terms are net 30 days from the date of invoice by Coapt. All overdue payments are subject to interest charges of one and one-half percent (1.5%) per month or portion thereof from the due date until the date of payment. All payments shall be made in United States currency.

The prices stated on any Coapt Cost Estimate do not include any sales, use or other taxes, freight, duties, and other charges unless specifically stated. Such taxes and charges will be added to invoice prices when required. Customer agrees to indemnify Coapt from any liability for taxes associated with such sale.

Coapt or its agent may, at any time and from time to time, in its sole discretion, limit or cancel the credit of the Customer as to time and amount, and as a consequence, may require anticipation or demand payment before delivery or any/or unfilled portion of any Items order. Upon failure of Customer to make such payment within ten (10) days after demand, or in the event of any default, breach or repudiation by Customer of any contract with Coapt, or if Customer shall become insolvent, call a meeting of its creditors, or make an assignment for the benefit of its creditors, or if a bankruptcy, insolvency, reorganization or arrangement proceeding shall be commenced by or against Customer, Coapt may cancel any Items order or contract with Customer (in which event Customer shall remain liable for damages), defer any deliveries hereunder, declare forthwith due and payable all outstanding invoices owed to Coapt, sell all or any part of the undelivered Items, without notice, at public or private sale, the Customer to be responsible for the costs and expenses of such sale and deficiency and for damages as hereinafter defined, Coapt to account to the Customer for any expense. Coapt shall have the right to become the Customer of such Items at any public or private sale. All of the foregoing shall be due and payable to Coapt upon demand or invoice.

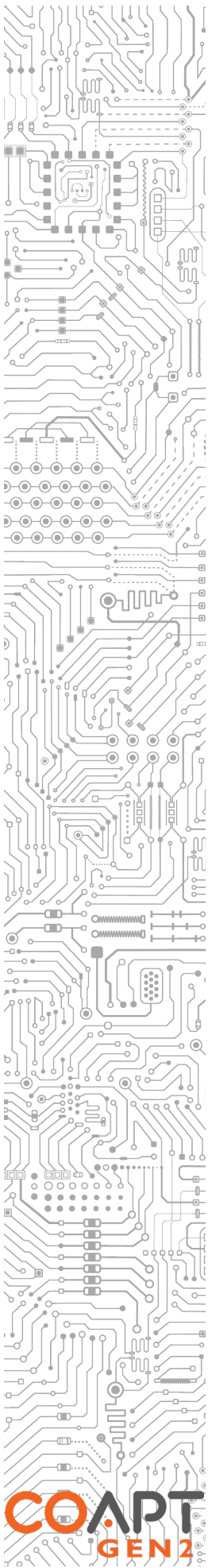
## DELIVERY

Coapt agrees to deliver the Items to a carrier for transportation to Customer and to arrange for transportation thereof to the destination specified by Customer at the time of order. Delivery shall be by carrier of Coapt's choice. Customer assumes title and all risk of loss from the time the Items are deposited with the carrier. The Items shall be shipped FOB origin All freight, express and delivery charges shall be paid as a separate item by the Customer and shall not be subject to any discount. Shipments will be deemed to have been accepted by Customer upon delivery, unless rejected by Customer. Customer shall perform all reasonable inspections within seven (7) days of delivery, at which time Items shall be deemed as irrevocably accepted.

Delivery to a carrier shall constitute a delivery, subject, however, to Coapt's right of stoppage in transit. The carrier shall act solely as Customer's agent, and all claims for damages or delays in transit shall be against carrier and must be filed by Customer against carrier. Coapt's delivery dates are estimates only and Coapt shall not be liable to Customer for delivery delays or failure to perform hereunder for reasons beyond Coapt's control.

If strike, embargo or other cause beyond Coapt's reasonable control prevents delivery to Customer or delivery to a carrier, title to the Items nevertheless passes to the Customer as soon as the Items have been completed and set aside by Coapt and invoiced to Customer. In such event, payment shall be made in accordance with the invoice as though the Items had been shipped. In the case of such delay in delivery to the carrier, such delivery shall be made as soon as practicable. Customer shall have no right to cancel any order for late delivery so long as Coapt shall have completed and set aside the Items, or delivered the Items to the carrier, as the case may be, on or before the delivery cutoff date.

If shipping instructions are not actually received by Coapt before the earliest permitted delivery date for the Items, or in the instance of Items held subject to Customer's instructions, title passes to the Customer when the Items have been set aside and invoiced and Customer agrees to make payment therefor as specified in the invoice.



Coapt's obligation to deliver hereunder shall at all times be subject to Coapt's continuous approval of Customer's credit.

Any defect in quality or delays in delivery shall affect only the particular portion of delivery so defective or so delayed and shall not affect the balance of this contract. Any delivery not in dispute shall be paid for on the due date, as provided in the invoice, without defense, setoff or counterclaim and regardless of controversies relating to other Items.

## WARRANTIES, LIABILITY, AND INDEMNIFICATION

All warranties for Coapt Items are expressly defined in Coapt's published and available "Limited US Warranty" statement. These Terms and Conditions therein represent any and all elements of the published statement. That warranty is the sole and exclusive warranty given by Coapt in connection with any Coapt Items, and Coapt gives and makes no other representation or warranty of any kind, express or implied. No representative of Coapt is authorized to give or make any other representation or warranty or modify the warranty in any way.

The liability and obligations of Coapt, and the usage of Coapt Items by the Customer will be limited to activities in reasonable relation to the intended designed usage of Coapt Items. Except as otherwise specifically provided herein, Coapt shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of any kind with respect to Coapt Items. Customer hereby acknowledges and agrees with respect to any order or contract for the purchase of Items from Coapt, Coapt's sole and exclusive liability with respect to any default by Coapt or any breach of any such contract by Coapt shall not exceed the lesser of (i) Coapt's actual and direct damages or (ii) the price at which such goods were sold by Coapt to Customer together with the actual cost of freight from Coapt to Customer. In no instance shall Customer be entitled to claim consequential damages, prospective profits, or special or indirect damages. Nor shall Coapt be liable in any instance for lost profits or special or indirect damages or profits on contemplated use of Items by Customer. This limitation on damages against Coapt shall apply to any default or breach by Coapt including the breach of any warranty or any tort committed by Coapt. Customer hereby expressly waives any claim for punitive damages.

In no event shall Coapt have any responsibility or liability to the Customer for any failure, or delay in delivery, of Coapt Items which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of Coapt. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Customer, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain from Coapt's usual sources sufficient services or supplies, or any other cause beyond Coapt's reasonable control.

All Items provided by Coapt are strictly for the use of its Customer, and Coapt is in no way responsible for use of such Items by third parties.

Customer shall indemnify, defend, and hold harmless Coapt and its officers, directors, employees, and agents and their respective successors, heirs and assigns (the "Coapt Indemnified Parties"), against any liability, damage, loss, or expense incurred by or imposed upon any of the Coapt Indemnified Parties in connection with any claims (threatened or actual), suits, actions, demands or judgments arising in connection with any of the following claims:

- (A) any third-party claim of bodily injury or death arising out of any use of the properly installed and functioning Items; or
- (B) any claim of patent infringement brought by a third party arising out of use or sale of Items.



## USE OF ITEMS

Customer use of Items limited to:

- (A) as a control system for powered prosthetics and orthotics;
- (B) connected and assembled with all Item subcomponents;
- (C) as connected to and supplied with specified power supply levels;
- (D) as connected to Customer-specified end devices.

Any use of Items outside of the Items' designed scope, disassembly, purposeful deconstruction, wired or wireless connection of unintended hardware or diagnostic equipment is expressly prohibited and constitutes breach of Coapt's Limited US Warranty.

## USE OF TRADEMARKS AND LOGOS

The sale and delivery of Items by Coapt to Customer does not constitute a sale or delivery of any right in the pattern, design, label, copyright or proprietary marks of Coapt or Coapt's licensors, the sole rights thereto being limited to the right to sell the Items delivered in the ordinary course of Customer's business but without alterations or defacement. Customer shall not use the proprietary marks of Coapt or any of Coapt's licensors except with the specific written permission of an officer of Coapt.

Customer agrees to indemnify and hold harmless Coapt, its affiliates, officers, directors, agents and employees against any claims, demands, causes of action, damages and reasonable attorneys' fees arising out of or in connection with the use of any trademarks, logos or other marks.

## ENTIRE AGREEMENT; SEVERABILITY

These Terms and Conditions, together with any revisions which may be agreed to in writing by Coapt embodies the whole agreement by the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein; and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and Coapt. Coapt specifically rejects all additional, inconsistent or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to Coapt.

The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable.

## GOVERNING LAW

These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state(s) in which management of the transactions and activities between Customer Coapt are performed.

## CANCELLATIONS OF CONTRACT

In case of reasonably unforeseen circumstances which materially alter the economic aspects or the substance of any contract or seriously interfere with the operation of Coapt or any of Coapt's suppliers or if it should otherwise prove substantially impossible for Coapt to carry out its part of any contract, the Coapt shall have the right to cancel any such contract or order in whole or in part in which case Coapt shall have no responsibility or liability whatsoever to Customer.