



PARASOL MEDICAL, LLC

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General Ordering Information and Terms and Conditions of Sale

Thank you for your interest in Parasol Medical, LLC. The following provisions set forth the terms and conditions on which Parasol Medical, LLC (“Seller”) sells our Parasol Medical Products, (“Products”).

- 1. Terms and Conditions of Sale (“TCS”).** If Customer and Seller have entered into a separate written agreement relative to the Products (an “Agreement”), that Agreement shall control to the extent of any inconsistency between the Agreement and the TCS. If Customer and Seller do not have a separate written agreement, then these TCS constitute the agreement between Customer and Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER AND ABSENT A SEPARATE SIGNED AGREEMENT, CUSTOMER CONFIRMS THAT THESE TCS SHALL GOVERN ALL PURCHASES OF PRODUCTS BY CUSTOMER FROM SELLER, AND NO CHANGES OR ADDITIONS OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER RECEIVED BY SELLER OR OTHERWISE) WILL CHANGE THESE TCS UNLESS SPECIFICALLY ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TCS VERBALLY. CUSTOMER AGREES THAT THE SUBMISSION OF ANY PURCHASE ORDER INDICATES ACCEPTANCE BY CUSTOMER OF THE TCS. CUSTOMER AGREES THAT ANY ADDITIONAL OR DIFFERENT TERMS SEEKING TO MODIFY THE TCS WHEREVER CONTAINED OR OTHERWISE PRESENTED BY CUSTOMER ARE DEEMED OBJECTED TO, REJECTED AND OF NO FORCE AND EFFECT. Acceptance of any Customer purchase order and provision of Products is subject to Customer credit approval by Seller, written acceptance of the Customer’s purchase order by Seller and Customer acknowledgement of the written acceptance.



2. Parasol Medical, LLC Help Desk.

Call Toll Free 800-444-6451 For assistance placing orders or inquiry about products please call the Parasol Medical Help Desk.

3. Minimum Order Amount.

\$ 500.00

4. Minimum Order Quantity.

All Products must be ordered by product code in the minimum order quantity of 1 (one) box or a proper multiple thereof shown in the Product Catalogue. All orders for less than the minimum order quantity will be increased to the listed minimum. All orders for less than a proper multiple of the minimum order quantity will be increased to the nearest proper multiple.

5. Price and Payment. Customer represents that it is not insolvent. Customer further represents that it is solvent at the time it places any purchase order with Seller. Customer agrees to pay the prices quoted in the Seller's written order confirmation and is responsible for any additional applicable costs or price changes in effect on the date of shipping, as well as shipping and handling charges, fuel charges, taxes and duties. Seller will collect applicable taxes unless Customer submits a valid tax exemption certificate, and indicates which Products are covered by it. Payment is not contingent on Customer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase and a 3% surcharge will be added to the order total. Customer agrees to pay a charge on all amounts past due at the rate of 1 ½ % per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Customer agrees to pay Seller's costs of collection, including reasonable attorney's fees, expenses and court costs, if any, incurred by Seller, and all applicable interest charges.

6. Freight Terms and Delivery. Pallets will be shipped FOB Buffalo Grove, IL. Orders smaller than pallet size will ship FOB Buffalo Grove, IL, via UPS. Freight charges apply and are the responsibility of the Customer.



- a) All Product is packaged for ground transportation.
- b) Customer shall provide to Seller detailed shipping instructions within a reasonable time prior to shipment. Customer shall be responsible for any increased costs for delays in delivery resulting from Customer's failure to supply such instructions in a timely manner.
- c) Customer may not withhold payment in the event of delay caused by Customer.
- d) All specified delivery dates are Seller's best estimates. Seller reserves the right to modify the delivery dates with notice to Customer. In the event Customer requests a change in the scheduled delivery date within three (3) business days of the scheduled shipping date and such change is accepted by Seller, a fee of \$500 may be applied to the order.
- e) Title and risk of loss shall pass to Customer at point of delivery. Seller's title and risk of loss shall pass to Customer upon delivery at Seller warehouse as all sales are FOB Seller's Location unless Customer and Seller agree otherwise in writing.
- f) In the event Customer is unable to take delivery of any shipment or refuses delivery of a scheduled shipment, Seller will store the shipment at Customer's sole risk and expense and payment for shipment and all associated expenses shall immediately become due. Unless otherwise specified, packing shall be Seller's standard packaging.
- g) Customer is responsible for checking all Products to ensure Products are delivered without damage and that the correct quantities, volumes, concentration levels and types of Products have been received.

7. Shipping Damage and Claims. Although Parasol Medical, LLC takes special care in the packaging of its products, damage may occur in transit. Therefore, within 3 days of arrival, all products should be unpacked and inspected and any damage noted on the freight bill and reported to the carrier. Although Parasol Medical, LLC responsibility for damage will cease when shipments are accepted by the carrier's agent, we will extend every assistance in helping to settle damage claims.

Replacement of and/or credit for non-conforming or defective Products is subject to and conditional upon:

- Customer's account with Seller being current and in good standing;
- Seller receiving timely written notice of claimed non-conforming or defective Product from the Customer;



- Customer providing Seller with independent evidence satisfactory to the Seller that the Product is non-conforming or defective and such evidence may include but is not limited to by-products, waste, retains, records, pictures, and other supporting documentation;
- The provision of samples of the Product for testing;
- Proof of proper storage of the Product; and
- Description of Customer's use of the Product.

Customer agrees to hold at no cost to Seller the Product and any alleged non-conforming or defective Product and any resulting waste, by-products, retains, records, pictures, and other supporting documentation pending the investigation and inspection. The conditions of any tests of the Product for alleged non-conformance or defect shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made by or for Customer.

Seller assumes no liability for any errors that are caused by the inaccuracy or incompleteness of Customer-supplied data.

Seller may, at its sole option, elect to credit Customer for the purchase price of any non-conforming or defective Product in lieu of replacement

8. Complaint Incident. In the event of a complaint incident please take the following steps:

1. Retain the product sample.
2. Contact Parasol Medical, LLC's customer service at 800-444-6451.
3. Provide Parasol Medical's customer service representative with as much of the following information as possible about the complaint incident:
 - Product code number
 - Product Lot number
 - Nature of the problem.
4. Exercise applicable Med Watch reporting requirements.

9. Return Authorization. Customer must obtain authorization from Seller before merchandise can be returned for credit. Customer may be asked to keep a sample of the claimed non-conforming or defective Product before shipping return. Unauthorized returns will not be accepted and will be returned to the Customer at their expense.



Customer shall bear all risk of loss or damage to returned goods while in transit.

Returns due to Customer ordering incorrect item or over ordering are subject to Seller's discretion and, if accepted, must be returned in the original packaging with all accessories and documentation (typically, a 20% restocking fee will apply).

10. Returned Goods Authorization Form. Request for a Returned Goods Authorization "RGA" Form is available from Sellers' customer service department. The RGA must include (1) the catalogue number and quantity, (2) Lot Number, and (3) the reason for return (overstock, etc.). Customer support will either authorize or deny the request for return. Only items appearing on an approved RGA Form are acceptable for return. An approved RGA is valid for a period of 14 days from issue date.

11. Freight Charges (Return Goods). Once a return is authorized, all merchandise must be returned freight prepaid. Any merchandise returned freight collect will be refused by Seller and returned to Customers at their expense. Freight charges will be credited to the Customer for the following returns: (1) non-conforming or defective product and (2) merchandise shipped in error by Seller.

12. Merchandise Returnable for Credit. Merchandise will be considered for return only in minimum shipping quantities. Items in the current Product Catalogue List exclusively will be considered for credit. All credit will be issued based on original purchase price. Credits are valid for 90 days from date issued.

13. Allowance Schedule for Return Credit.

| Condition | Credit |
|--|--|
| Parasol Medical, LLC shipping error | Full Credit |
| Merchandise returned in saleable condition within 14 days of RGA date and not due to any error on the part of Parasol Medical, LLC | Net Purchase Price less 20% service charge |

14. Items Not Eligible for Return or Credit.

1. Products unsuitable for resale (returned with Customer labels/markings, damaged, expired, etc.).
2. Product opened, sterilized, and /or used by Customer.
3. Product held by Customer over 30 days from date of invoice.



4. Discontinued products or products not in current Product Catalogue Special or Custom orders.
5. Product purchased as a result of specific purchasing programs (i.e. pandemic orders, etc.).
6. Build-to-Order Products.

Product that is not eligible for credit will be discarded by Parasol Medical, LLC unless otherwise specified.

15. Limited Warranty and Limitations of Liability.

A. MicrobeCare™:

- a) **Seller warrants that MicrobeCare™ Products upon delivery meet acceptable industry testing standards for controlling bacteria, fungi, algae and yeast on MicrobeCare™ treated surfaces.**
- b) **Customer expressly acknowledges that Seller has no control over Customer's shipment, application and use of MicrobeCare™ by Customer, and therefore the limited warranty in previous subparagraph a) (above) expressly excludes any claims or damages arising from such actions by Customer relating thereto.**
- c) **THE SOLE REMEDY FOR COVERED BREACHES OF WARRANTY UNDER THE LIMITED WARRANTY ABOVE SHALL BE THE RETURN AND REPLACEMENT OF THE MICROBECARE™ PRODUCT. SELLER SHALL HAVE NO OBLIGATION, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, ADDITIONAL COSTS INCURRED BY CUSTOMER, APPROVED DISTRIBUTORS, END-USERS, OR THIRD-PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE MICROBECARE™ PRODUCTS PROVIDED.**
- d) **THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN SUBSTITUTION FOR ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE MICROBECARE™ PRODUCTS, INCLUDING BUT NOT LIMITED TO: (a) ANY IMPLIED**



WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (b) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (c) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING OUT OF THE NEGLIGENCE OF SELLER (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (d) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF, OR DAMAGE TO, ANY TREATED ARTICLES.

- e) **Notwithstanding anything contained herein to the contrary, in the event that any nonconformance, damage or defect is caused by Customer's failure to follow the user requirements for the MicrobeCare™ Products, then the foregoing limited warranty shall be rendered null and void and of no further force and effect.**
- f) **CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS SOLD UNDER THIS AGREEMENT ARE OR MAY BE SUSPECTED TO BE HAZARDOUS TO HUMAN HEALTH AND CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE USE (OR MISUSE) OF THE PRODUCTS. CUSTOMER SHALL ADVISE ITS EMPLOYEES, INDEPENDENT CONTRACTORS, AND OTHERS WHO HANDLE AND USE THE PRODUCTS FOR CUSTOMER AND SHALL TAKE SUCH ACTION AS IS REASONABLY NECESSARY TO ADVISE OTHERS, INCLUDING WITHOUT LIMITATION THE CUSTOMERS OF THE CUSTOMER, WHO ARE FORESEEABLY THE ULTIMATE USERS OF THE PRODUCTS, OF THE SUSPECTED OR PROVEN HAZARDS OF THE PRODUCTS. CUSTOMER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE OR SALE OF THE PRODUCTS. DUE TO WHAT MAY BE THE HAZARDOUS NATURE OF THE PRODUCTS SOLD HEREUNDER, IT IS RECOGNIZED THAT THE CUSTOMER PURCHASES SUCH PRODUCTS SOLELY AT THE CUSTOMER'S RISK, AND THAT IN NO EVENT SHALL THE SELLER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES.**



CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SELLERS' TOTAL LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY, DEFENSE OR OTHERWISE SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. CUSTOMER HEREBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO CUSTOMER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PURPOSE, THE SELLER'S PACKAGING INSTRUCTIONS OR THE REQUIREMENTS OF FEDERAL, STATE OR OTHER APPLICABLE LAW.

B. Products exclusive of MicrobeCare™:

- a) Seller warrants that at the time and place of shipping from Seller's shipping location the Products will conform to Seller's specifications or to the industry standards as of the time the Products are packaged.
- b) **THE SOLE REMEDY FOR COVERED BREACHES OF WARRANTY UNDER THE LIMITED WARRANTY ABOVE SHALL BE THE RETURN AND REPLACEMENT OF THE PRODUCT. SELLER SHALL HAVE NO OBLIGATION, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, ADDITIONAL COSTS INCURRED BY CUSTOMER, APPROVED DISTRIBUTORS, END-USERS, OR THIRD-PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH**



RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCTS PROVIDED.

- c) THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN SUBSTITUTION FOR ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCTS, INCLUDING BUT NOT LIMITED TO: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (b) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (c) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING OUT OF THE NEGLIGENCE OF SELLER (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (d) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF, OR DAMAGE TO, ANY TREATED ARTICLES.**
- d) Notwithstanding anything contained herein to the contrary, in the event that any nonconformance, damage or defect is caused by Customer's failure to follow the user requirements for the Products, then the foregoing limited warranty shall be rendered null and void and of no further force and effect.**

16. Reverse Engineering Prohibited. CUSTOMER IS EXPRESSLY PROHIBITED FROM ANY ATTEMPT TO REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE ANY OF SELLER'S ANTIMICROBIAL OR OTHER PRODUCTS, ALL OF WHICH CUSTOMER AGREES EMBODY SELLER'S CONFIDENTIAL INFORMATION. ANY SUCH ATTEMPT TO REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE ANY ANTIMICROBIAL OR OTHER PRODUCTS, WHICH EMBODY SELLER'S CONFIDENTIAL INFORMATION, SHALL CONSTITUTE A MATERIAL BREACH BY CUSTOMER. CUSTOMER SHALL AS A RESULT OF SAID BREACH REIMBURSE SELLER FOR ALL OF SELLER'S DAMAGES, LOSSES, COSTS AND ATTORNEY



FEES. SUCH A VIOLATION SHALL RENDER CUSTOMER IMMEDIATELY SUBJECT TO DAMAGES AND INJUNCTIVE RELIEF, AS APPLICABLE.

17. Additional Customer representations and obligations.

- a) Customer represents and warrants that it will not use any Product in any of the following activities and will not perform research using any Product, not the by-product thereof, for any of the following activities:
 - 1. Chemical weapons, weapon systems or other similar military use, or
 - 2. Illicit drug manufacturing or use.
- b) Customer represents and warrants that it will not transport any Product outside of the United States of America or its territories without express written consent of Seller.
- c) Customer represents and warrants there will be no diversion of any shipment that is contrary to any applicable law, including without limitation, the Export Administration Regulations, as amended, the U.S. Foreign Corrupt Practices Act, as amended, and the Office of Foreign Asset Control Regulations.
- d) Customer will not re-package, resell or offer to re-package, or resell Products to any entity, either directly or through the use of third parties.

18. Force Majeure. Seller's performance will be excused without penalty to the extent Seller is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, pandemic, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of Seller.

19. Law and Venue. These TCS's as well as any other Agreement between Customer and Seller, shall be governed by the substantive law of the State of Illinois without giving effect to its conflicts of laws principles. The exclusive venue for any suit between Customer and Seller shall be Lake County, Illinois. The United Nations Convention on the International Sale of Goods shall not apply.