

## CUSTOMER SERVICE AND SALES POLICY

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### 1.0 POLICY

- 1.1 All customer orders will be processed in an efficient and organized manner to ensure accurate and prompt shipments.

### 2.0 PURPOSE

- 2.1 This procedure describes the process for reviewing customer orders for current and active Exsurco Medical, Inc. products.
- 2.2 This procedure describes the terms, conditions, processes and services related to the appropriate use of Exsurco Medical products.

### 3.0 RESPONSIBILITIES

- 3.1 Burn Account Manager (BAM) and Sales Training Specialist
- 3.1.1 Initiate the sales process and obtains all documents and information from a customer, in order to complete the sales order.
- 3.1.2 Initiate the credit process by acquiring a fully completed and approved credit application from the customer.
- 3.2 Inside Sales/Process Coordinator
- 3.2.1 Reviews sales orders to ensure requirements are adequately defined, that the order is consistent with the quotation if one was provided, and that Exsurco Medical has the ability to meet the defined requirements.

### 4.0 ACCEPTANCE

- 4.1 Products purchased from Exsurco Medical will be subjected to the terms and conditions set forth in this Policy.
- 4.2 The purchase order constitutes Buyers offer to the Seller and will become the binding contract.
- 4.3 Purchase orders may be submitted via email, phone, fax, or through Exsurco Medical's website shopping cart. The Purchase Order is not binding the Buyer until it has been accepted by Exsurco Medical.

### 5.0 GENERAL TERMS

- 5.1 The terms and conditions in this policy will govern all sales of products made by Exsurco Medical, regardless of the terms and conditions stated in any purchase order submitted by the Buyer.
- 5.2 Exsurco Medical disclaims and rejects any terms and conditions appearing in the purchase order from Buyer that are in addition to, or inconsistent with, the terms and conditions stated in this policy and will not be binding on Exsurco Medical

### 6.0 DELIVERY TERMS

- 6.1 Delivery of products described herein will be F.O.B. Seller's Facility, unless specified otherwise. If delivery is delayed at the request of the Buyer, or for any other reason beyond the control of Seller, products will be deemed to "have been delivered" to Buyer from the date of notice provided by the Seller to Buyer and the products would be available for delivery. Pricing for products and payment terms will be due as previously determined.



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- 6.2 Products held by Seller for the Buyer after giving such notice will be held at the risk and expense (including insurance, storage charges, and demurrage) of the Buyer.
- 6.3 Delivery to common carrier F.O.B. Seller's Facility will constitute delivery to Buyer and Buyer appoints such common carrier as its agent to take and to receive on Buyer's behalf and physical possession at point of manufacture.

### 7.0 PAYMENT TERMS AND INVOICES

- 7.1 Payment terms are net thirty (30) days from the date of invoice.
- 7.2 All payments will be made in the currency specified on Exsurco Medical invoice and in the form of check or electronic payment.
- 7.3 If Exsurco Medical reasonably believes that the Buyers financial condition compromises the ability to make timely payment per this paragraph, Exsurco Medical has the right to delay or postpone the delivery of products and condition shipment of products on full or partial advanced payment or letter of credit.
- 7.4 Finance charges of 1.5 % per month (18% ANNUM) will be applied on all sums that become thirty (30) days or more past due.
- 7.5 Upon establishing different terms, the date of invoice always initiates terms of payment. All due dates should be understood as the date at which the Buyers account has been duly credited in value with the whole of the invoice amount.

### 8.0 PRICES

- 8.1 Prices are F.O.B Sellers Facility.
- 8.2 Seller's prices are subject to change without notice at any time prior to Seller's acceptance of Buyer's order. After acceptance, prices may be adjusted to reflect increases in actual costs of major materials and services. Unless specifically otherwise set forth, prices do not include the amounts of any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties.
- 8.3 Buyer will pay directly or reimburse Seller on being invoiced for any such taxes, tariffs or custom duties levied upon the sale, transfer, import or use of the Products sold hereunder. Prices quoted are in USD.

### 9.0 STANDING ORDERS

- 9.1 Exsurco Medical encourages the Buyer to arrange Standing Purchase Orders for disposable blades.
- 9.2 Exsurco Medical prefers to accept Standing Orders that expire on a fixed date as opposed to a fixed dollar amount.
- 9.3 Contact Exsurco Medical Customer Service Department at (800) 243-6049 to arrange Standard Purchase Order for such purposes.

### 10.0 QUOTATIONS

- 10.1 Written quotations are conditioned upon acceptance by Buyer within thirty (30) days from the date issued and will be considered as offers by Exsurco Medical to sell during such thirty (30) day period unless sooner terminated by notice.
- 10.2 Other Exsurco Medical publications maintained as sources of general information are not quotations or offers to sell.



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### 11.0 CHANGE ORDER

- 11.1 The Buyer may, from time to time, initiate changes by issuing Exsurco Medical a written notice that alter, add to, or deduct from the goods, but that are otherwise subject to the terms of this Policy.

### 12.0 ERRORS OR OMISSIONS

- 12.1 Errors or omissions in any Exsurco Medical quotation, acceptance, specification or other document will be subject to correction at the discretion of Exsurco Medical.

### 13.0 CANCELLATION

- 13.1 An order by Buyer may be cancelled upon written consent from Exsurco Medical. If you wish to cancel an order for any reason, please contact us as soon as possible as a vast majority of in-stock items ship within 24 hours from receipt of the order.
- 13.2 Orders begin processing immediately after placement of the order. During the order processing time, it may be possible to cancel an order. However, once the order moves into the shipping process, it cannot be cancelled.
- 13.3 Contact Customer Service at (800) 243-6049 to determine if an order can be cancelled.

### 14.0 TAXES AND OTHER CHARGES

- 14.1 Buyer is responsible for all sales taxes, VAT (Value-Added Tax), or related taxes applicable to the purchase of Exsurco Medical products.
- 14.2 Exsurco Medical will add such taxes to the invoice and Buyer will be responsible for payment of such taxes, unless Buyer provides to Exsurco Medical a valid exemption certificate or other document acceptable to the authority imposing the tax.
- 14.3 Buyer is responsible for all duties and other government fees applicable to the purchase and import of Exsurco Medical products, unless the Delivery Terms are DDP (Delivery Duty Paid).

### 15.0 SHIPPING METHOD

- 15.1 Unless requested in writing by Buyer, all Exsurco Medical products will be shipped by whatever means and carrier that Exsurco Medical considers to be the most appropriate method of transportation.
- 15.2 Risk of loss will pass to Buyer upon delivery by Exsurco Medical to the carrier, or, in the case of DDP or DAP terms, upon delivery to the Buyer.

### 16.0 RUSH SHIPMENTS

- 16.1 Requests for rush shipments will be accommodated whenever possible. However, once the order moves into the shipping process, it cannot be expedited.

### 17.0 FREIGHT CHARGES

- 17.1 Freight shipping costs are always the responsibility of the Buyer, except for no charge pre-approved samples. All orders will be shipped prepaid and add best way unless otherwise specified. Exsurco Medical will try and arrange carriers and shipments by whatever means Buyer requests and always pass on any carrier discounts.



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### 18.0 SHIPPING INSURANCE

- 18.1 To ensure complete customer confidence, every single package shipped is sent with full shipping insurance. If a package is lost or damaged in transit, Buyer will receive a full refund of the purchase price. Exsurco Medical insurance policies only extend to packages in transit and once the carrier obtains a signature or completes the delivery confirmation, coverage ceases.

### 19.0 FREIGHT OVERAGES, SHORTAGES AND DAMAGED MERCHANDISE

- 19.1 All freight overages, shortages and/or damages must be reported immediately upon receipt of shipment.
- 19.2 Visible damage should be noted on the freight company's receipt at the time of delivery.
- 19.3 All packing and shipping documentation must be retained for damage claims.
- 19.4 Contact the Customer Service Team at (800) 243-6049 for final disposition.

### 20.0 RETURNS

- 20.1 Items may be returned for refund, replacement or repair. Exsurco Medical cannot accept unauthorized return or exchanges.
- 20.1.1 If a replacement is provided, it will be billed at contracted price. Upon completing an evaluation of product returned a credit or refund will be issued if applicable and at the discretion of Exsurco medical.
- 20.1.2 A restocking fee of 25% may be applied to returns.
- 20.1.3 When required, proof of Sterilization must be provided with return goods to be accepted back at Exsurco Medical. If this does not accompany the return, the product will be shipped back to the Buyer.
- 20.2 The Buyer must obtain a Return Authorization Number (RMA) to return an item or Service Repair Order to service an item. See Appendix I. Contact Customer Service Team at (800) 243-6049 or email support@exsurco.com to obtain a Return Authorization Number.
- Customer Service hours:  
Monday – Friday 8:00 to 5:00 PM, EST
- 20.3 Packages without an RMA or a SRO will be refused at our facility and will be returned to the sender.
- 20.4 All merchandise returns are subject to inspection.
- 20.5 All merchandise returns not suitable for resale will not be accepted included but not limited to: damage, expiration, opened, etc. Credit will be determined after the inspection is completed.

### 21.0 REPAIR SERVICES

- 21.1 In the event any Product requires repair, Buyer will request and obtain an RMA or a SRO from Customer Service Department and will follow the Return Authorization Instructions stated in Exsurco Service Policy for the Product. Any failure by Buyer to do so will relieve Exsurco of its obligation to repair the Product.
- 21.2 It will be the responsibility of the Buyer to return the entire unit or remove, at the Buyers cost, the defective component part(s) identified, pack the component part(s) in manner to avoid shipping

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damage and ship the component part(s) to Exsurco Medical per any additional instructions from Exsurco Medical.

### 22.0 COMPLAINTS

- 22.1 In the event, any written, electronic, or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness or performance of a device after it is released in the field, the customer will report to Exsurco Complaint Handling Department via email at Support@Exsurco.com or phone at (800) 243-6049 within twenty-four (24) hours from the date that they become aware of the incident.
- 22.2 The following information, including but not limited to, will be included: description of the event in detail, the name, address and phone number of complainant, the model name and item number of the device, the serial number and/or batch number of the device or component, the date of the awareness of the complaint and the method and date in which the complaint was received. In addition, the customer will collect additional information if there was an injury, death or property damage reported.
- 22.3 The customer will when applicable and available attempt to return the impacted product for further evaluation.

### 23.0 PRODUCT FIELD ACTIONS

- 23.1 It is the intent of Exsurco Medical to distribute only safe, wholesome and lawful product to our customers. We consider it our duty and ethical responsibility to remove product from sale that has been deemed unsafe or in violation for the Food and Drug Administration (FDA). The Exsurco Medical Quality Policy outlines our commitment to providing safe and effective products.
- 23.2 Exsurco Medical will take a planned course of action in conducting a specific recall, including but not limited to the depth of recall, the need for public warnings, and the extent of the effectiveness checks for the recall.
- 23.3 The Customer will maintain appropriate up to-date and accurate records to enable the immediate recall or field actions of any batches of Products.
- 23.4 These records will include records of deliveries received by the customer including but not limited to the following information: serial numbers or lot numbers, batch numbers, delivery date, and contact name, address and phone number, if the product was shipped to another location. The customer will cooperate and comply with the requirements outlined by Exsurco Medical (i.e. Recall notifications, field correction or replacement product, etc.) for the purpose of recalling product from the field as a matter of urgency.
- 23.5 Exsurco Medical will cover the costs to remove, replace, or service recalled product.

### 24.0 WARRANTIES AND DISCLAIMERS

THE WARRANTY BELOW HAS BEEN DRAFTED TO COMPLY WITH FEDERAL LAW APPLICABLE TO PRODUCTS MANUFACTURED AFTER JULY 4, 1975.

- 24.1 This warranty is extended only to the original Buyer who purchases product when new or unused from Exsurco Medical. This warranty is not extended to any other person or entity and is not transferable or assignable to any subsequent Buyer or owner. Coverage under this warranty will end upon any such subsequent sale or other transfer of title to any other person or entity.
- 24.2 This warranty provides specific legal rights and the Buyer may also have other legal rights which vary from state to state. Exsurco Medical warrants this product when purchased new or unused will be free from defects for a period of one (1) year from date of purchase from Exsurco Medical,

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with a copy of the seller's invoice required for coverage under this warranty. If within such warranty periods any such product will be proven to be defective, such product will be repaired or replaced, at Exsurco Medical's option. This warranty does not include any labor or shipping charges incurred in replacement part installation or repair of any such product. Exsurco Medical's sole obligation and the Buyer's exclusive remedy under this warranty will be limited to such repair and/or replacement.

- 24.3 For warranty service, please contact Exsurco Medical Inc.'s Customer Service Department at (800) 243-6049.

### 25.0 LIMITATIONS AND EXCLUSIONS

THE FOREGOING WARRANTY WILL NOT APPLY TO PRODUCTS SUBJECTED TO NEGLIGENCE, ACCIDENT, IMPROPER OPERATION OR USE, MAINTENANCE OR STORAGE OR OTHER THAN NORMAL APPLICATION, USE OR SERVICE, OR TO PRODUCTS MODIFIED WITHOUT EXSURCO MEDICAL, INC.'S WRITTEN CONSENT (INCLUDING, BUT NOT LIMITED TO, MODIFICATION THROUGH THE USE OF UNAUTHORIZED PARTS OR ATTACHMENTS) OR TO PRODUCTS DAMAGED BY REASON OF REPAIRS MADE TO ANY COMPONENT WITHOUT THE SPECIFIC CONSENT OF EXSURCO MEDICAL OR TO PRODUCTS DAMAGED BY CIRCUMSTANCES BEYOND EXSURCO MEDICAL, INC.'S CONTROL.

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### 26.0 COMPLIANCE WITH LAWS

- 26.1 Each party will comply with all applicable laws, including without limitation, government export control, and privacy and data protection laws.

### 27.0 VALUE ADDED SERVICES

- 27.1 Exsurco Medical may provide customers value added services which are included in Installation, Start-Up & Ongoing Service Support. These include but are not limited to the following:
- 27.1.1 Return on investment (ROI) analysis with management.
  - 27.1.2 Up to one (1) week install training; including multi-shift or on-call support.
  - 27.1.3 Additional Training and In-Servicing Support (if requested) visits throughout the year as needed for:
    - 27.1.3.1 Equipment Inspection.
    - 27.1.3.2 Recommended Repairs.
    - 27.1.3.3 Equipment Performance Review.
    - 27.1.3.4 Operational Compliance.
    - 27.1.3.5 Assembly/Disassembly/Repair Procedures.
  - 27.1.4 Exsurco provides on-call Clinical Support available twenty-four (24) a day, seven (7) days a week.
  - 27.1.5 Access to dedicated Exsurco repair/service department.
  - 27.1.6 Training on Central Supply Sterilization requirements.
  - 27.1.7 Assistance in writing standard operating procedures (SOPs).
  - 27.1.8 Assistance in process validation(s).
  - 27.1.9 Provide Certificates of Training (educational and hands-on) with post training Quizzes.
  - 27.1.10 Provide “Train the Trainer” Education Sessions (may be offered annually).
  - 27.1.11 Offer a Device Loaner Program when a Customer's device is in for repair.
  - 27.1.12 Provide training materials and manuals both hard copy and online.

### 28.0 REFERENCES

- 28.1 *Exsurco Service Policy, (SOP-6\_00042\_POLICY-G01)*

### 29.0 REVISION HISTORY

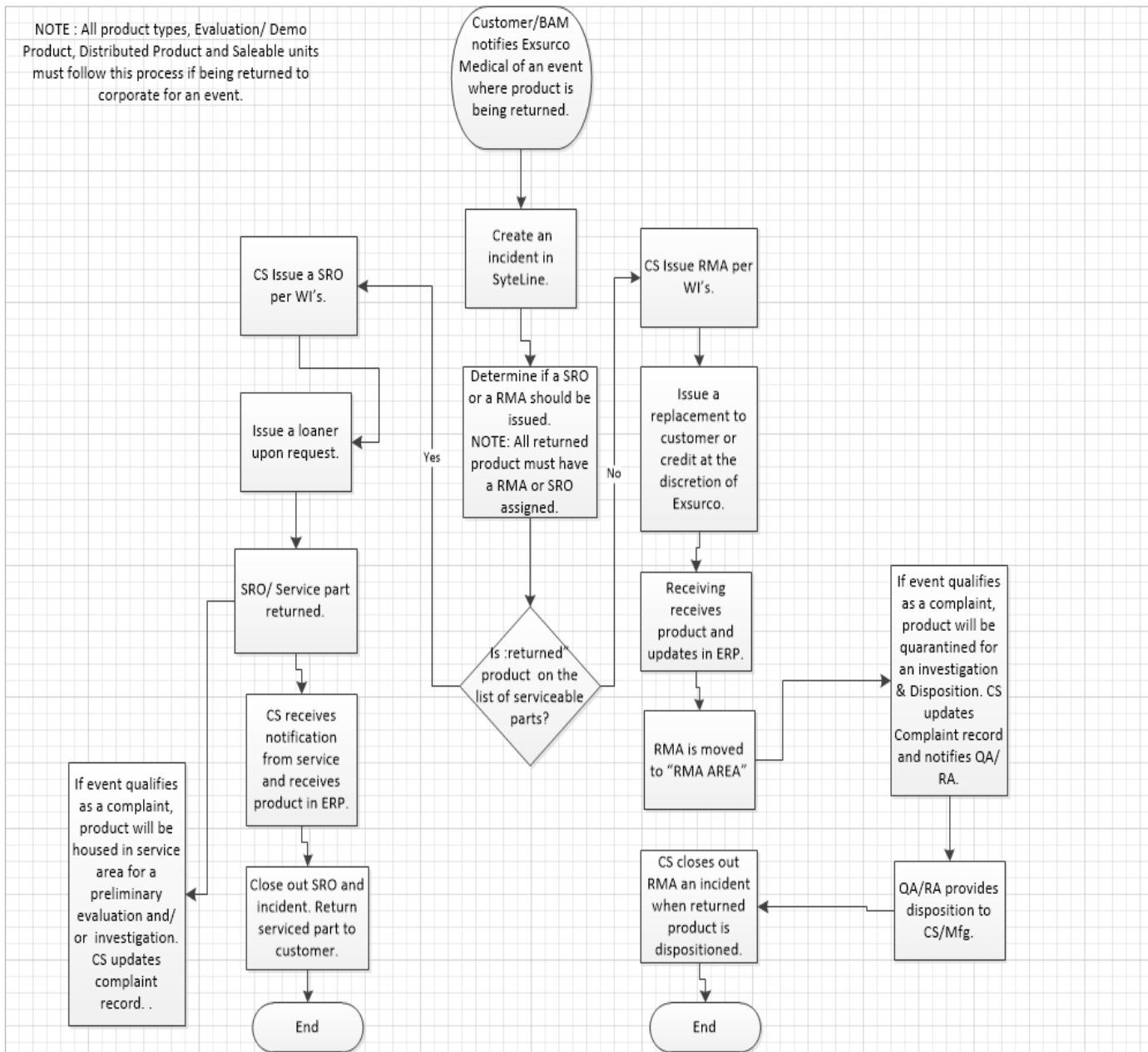
REVISION	DCR #	DESCRIPTION	EFFECTIVE DATE	AUTHOR
01	00219	Initial Release	12-06-2016	Faith Yost



## CUSTOMER SERVICE AND SALES POLICY

02	00502	Section 3.1 removed Key account manager and replaced with current term used, Burn Account Manager (BAM). Added clarity in section 20.2 and referenced the Appendix. Added Appendix I; a process map for RMA and SRO process. Added clarity on replacement product in 20.1.1.	03-06-2018	Swasita Saigal
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### APPENDIX I: PROCESS MAP FOR SRO OR RMA:





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