

**CORK MEDICAL PRODUCTS, LLC
GENERAL TERMS AND CONDITIONS
FOR THE SALE OF MEDICAL PRODUCTS**

**ARTICLE I
APPLICABILITY; ORDERS PROCEDURE**

1.01 Applicability. These General Terms and Conditions ("**General Terms and Conditions**"), together with any Distribution Agreement, govern the sale of Medical Products by Seller to any Buyer. To the extent these General Terms and Conditions are inconsistent with any Distribution Agreement entered into by Seller and a Buyer, the terms and conditions of the Distribution Agreement shall prevail.

1.02 Purchase Order. Buyer shall issue all Purchase Orders to Seller in written form via facsimile, e-mail or US mail, and cause all Purchase Orders to contain the Purchase Order Transaction Terms. By placing a Purchase Order, Buyer makes an offer to purchase Medical Products under the terms and conditions of the Agreement, including the Purchase Order Transaction Terms, and on no other terms. Except regarding the Purchase Order Transaction Terms, any variations made to the terms and conditions of the Agreement by Buyer in any Purchase Order are void and have no effect.

1.02 Purchase Order Transaction Terms. Buyer shall specify the Purchase Order Transaction Terms in each Purchase Order. There are no minimum Purchase Order quantities required under these General Terms and Conditions.

1.03 Seller's Right to Accept or Reject Purchase Orders. Seller may, in its sole discretion, accept or reject any Purchase Order, for any reason or no reason whatsoever. Seller may accept any Purchase Order by confirming the order (whether by written confirmation, invoice or otherwise) or by delivering the Medical Products, whichever occurs first. No Purchase Order is binding on Seller unless accepted by Seller as provided in these General Terms and Conditions.

1.04 Cancellation of Purchase Orders. Seller may, in its sole discretion, without liability or penalty, cancel any Purchase Order placed by Buyer and accepted by Seller, in whole or in part: if Seller discontinues its sale of Medical Products or reduces or allocates its inventory of Medical Products; if Seller determines that Buyer is in violation of its payment obligations under or has breached or is in breach of the Agreement; or pursuant to Seller's rights under the Distribution Agreement. Buyer has no right to cancel or amend any Purchase Order submitted by it.

**ARTICLE II
SHIPMENT AND DELIVERY**

2.01 Shipment. Unless expressly agreed to by the Parties in writing, Seller shall select the method of shipment of and the carrier for the Medical Products. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Medical Products to Buyer. Each shipment constitutes a separate sale, and Buyer shall pay for the units shipped, whether the shipment is in whole or partial fulfillment of a Purchase Order.

2.02 Delivery. Unless expressly agreed to by the Parties, Seller shall deliver the Medical Products to the Delivery Point, using Seller's or manufacturer's standard methods for packaging and shipping the Medical Products. All Prices are FOB Delivery Point.

2.03 Late Delivery. Any time quoted for delivery is an estimate only; provided, however, that Seller shall use commercially reasonable efforts to deliver all Medical Products on or before the requested delivery date. Seller is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Medical Product relieves Buyer of its obligations under the Agreement, including accepting delivery of any remaining installment or other orders of Medical Products.

2.04 Inspection. Buyer shall inspect Medical Products within the Inspection Period of the Medical Products and either accept or, if any Medical Products are Nonconforming Medical Products or Excess Medical Products, reject these Medical Products. Buyer will be deemed to have accepted the Medical Products unless it Notifies Seller in writing of any Nonconforming Medical Products or Excess Medical Products during the Inspection Period and furnishes written evidence or other documentation as required by Seller. If Buyer timely Notifies Seller of any Nonconforming Medical Products or Excess Medical Products, Seller shall determine, in its sole discretion, whether the Medical Products are Nonconforming Medical Products or Excess Medical Products. If Seller determines that the Medical Products are Nonconforming Medical Products or Excess Medical Products, it shall either, in its sole discretion: (a) if the Medical Products are Nonconforming Medical Products, (i) replace the Nonconforming Medical Products with conforming Medical Products, or (ii) refund the Price for the Nonconforming Medical Products; or (b) if the Medical Products are Excess Medical Products, refund the Price for the Excess Medical Products. Buyer shall ship all Nonconforming Medical Products and Excess Medical Products to Seller. If Seller exercises its option to replace Nonconforming Medical Products, Seller shall, after receiving Buyer's shipment of Nonconforming Medical Products, ship to Buyer the replaced Medical Products to the Delivery Point. Buyer acknowledges and agrees that the remedies set out in this **Section 2.04** are Buyer's exclusive remedy for the delivery of Nonconforming Medical Products or Excess Medical Products regarding any Nonconforming Medical Products for which Buyer has accepted delivery under this **Section 2.04**.

2.05 Limited Right of Return. Except as provided under **Section 2.04** all sales of Medical Products to Buyer under these General Terms and Conditions are made on a one-way basis and Buyer has no right to return Medical Products purchased under these General Terms and Conditions.

2.06 Title and Risk of Loss. Title to Medical Products, and risk of loss with respect to Medical Products, shipped under any Purchase Order passes to Buyer on Seller's delivery of such Medical Products to the carrier at the Delivery Point.

ARTICLE III PRICE AND PAYMENT

3.01 Price. Buyer shall purchase the Medical Products from Seller at the prices set out in Seller's Buyer price list in effect when the Seller accepts the related Purchase Order ("**Prices**").

3.02 Shipping Charges, Insurance and Taxes. Seller or Buyer shall pay for shipping charges and insurance costs in accordance with the commercial terms selected by the Parties under the Distribution Agreement. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer under these General Terms and Conditions. Buyer is responsible for all charges, costs and taxes.

3.03 Payment Terms. Seller shall issue periodic invoices to Buyer for all Medical Products ordered in the previous period. Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of the invoice, except for any amounts disputed by Buyer in good faith. Buyer shall make all payments in US dollars by check or wire transfer.

3.04 Unsatisfactory Credit Status. Each issuance of a Purchase Order to Seller constitutes Buyer's representation and warranty that Buyer can pay for the Medical Products identified in the Purchase Order. If, at any time, Seller determines in its sole discretion that Buyer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Seller's other rights under the Agreement, at law or in equity, Seller may without liability or penalty, take any of the following actions: (a) on 5 Business Days' prior notice, modify the payment terms specified in **Section 3.03** for outstanding and future purchases, including requiring Buyer to pay cash in advance or cash on delivery; (b) reject any Purchase Order received from Buyer; (c) cancel any previously accepted Purchase Orders; (d) delay any further shipment of Medical Products to Buyer; (e) stop delivery of any Medical Products in transit in the possession of a common carrier or bailee and cause the Medical Products in transit to be returned to Seller; (f) immediately terminate the Agreement; or (g) accelerate the due date of all amounts owing by Buyer to Seller. No actions taken by Seller under this **Section 3.04** (nor any failure of Seller to act under this **Section 3.04**) constitute a waiver by Seller of any of its rights to enforce Buyer's obligations under the Agreement including the obligation of Buyer to make payments as required under the Agreement.

3.05 Invoice Disputes. Buyer shall notify Seller in writing of any dispute with any invoice (along with a reasonably detailed dispute description) within 10 Business Days of the date of the invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive timely notice of disputes, and shall pay all undisputed amounts due under these invoices within the period set out in **Section 3.03**. The Parties shall seek to resolve all disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under these General Terms and Conditions during any dispute, including, without limitation, Buyer's obligation to pay all due and undisputed invoice amounts in accordance with the terms and conditions of these General Terms and Conditions.

3.06 Late Payments. Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments, calculated daily and compounded quarterly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable Law. Buyer shall also reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these General Terms and Conditions or at Law (which Seller does not waive by the exercise of any rights under these General Terms and Conditions), Seller may (a) suspend the delivery of any Medical Products if Buyer fails to pay any amounts when due under these General Terms and Conditions and (b) terminate the Agreement.

3.07 No Setoff. Buyer shall perform its obligations under these General Terms and Conditions without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Seller, whether relating to Seller's or Seller's Affiliates' breach, bankruptcy or otherwise and whether under these General Terms and Conditions, any Purchase Order, any other agreement between (a) Buyer or any of its Affiliates and (b) Seller or any of its Affiliates, or otherwise.

ARTICLE IV WARRANTIES

4.01 Limited Product Warranty. Subject to the provisions of **4.01**, **4.02**, **4.03** and **4.04** and the Distribution Agreement, Seller makes certain limited warranties regarding the Medical Products ("**Limited Warranties**") solely to and for the Customer's benefit, which will either be: (a) included in a written warranty statement with the Medical Product; or (b) Seller's standard limited warranty in force when the Medical Product is delivered by Buyer to Customer. No warranty is extended to Buyer

under these General Terms and Conditions. Buyer shall not provide any warranty regarding any Medical Product other than the Seller warranty described in this **4.01**. Refer to Exhibit A for detailed warranty information for specific Medical Product.

4.02 Warranty Limitations. Limited Warranties do not apply where the Medical Product: (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller; (b) has been reconstructed, repaired or altered by Persons other than Seller or its authorized representatives; (c) has been used with any product manufactured by a third party that has not been previously approved in writing by Seller; or (d) buyer failed to follow the preventative maintenance policy and procedure.

Preventative Maintenance applies to negative pressure wound treatment equipment only. Its purpose is to ensure that preventive maintenance occurs by manufacturer standards and recommendations. Preventative maintenance should be performed every six (6) months. Cork will be responsible for the preventative maintenance training. Buyers will identify and designate appropriate personnel to be trained on the procedures. Preventative maintenance will only be performed by personnel trained by Cork, in accordance to the policy and procedure provided during training. Any repairs performed outside of the scope of the preventative maintenance will void the manufacturer warranty. Buyer is responsible for the cost of the preventative maintenance kits (currently \$65 each and subject to change).

4.03 Extent of Liability. During the Warranty Period, regarding any Defective Medical Products:

(a) notwithstanding anything in these General Terms and Conditions to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by: (i) repairing or replacing the Defective Medical Products; or (ii) crediting or refunding the Price of the Defective Medical Products, less any applicable discounts, rebates or credits.

(b) Buyer or Customer is responsible for all costs and risk of loss associated with the delivery of Defective Medical Products to Seller for warranty repair or replacement;

(c) Seller is responsible for all costs and risk of loss associated with the delivery of repaired or replaced Medical Products to the Delivery Point; and

(d) Buyer is responsible for all costs and risk of loss associated with the delivery and return of the repaired or replaced Medical Products to Customer.

All claims for breach of a Limited Warranty must be received by Seller no later than 30 Business Days after the expiration of the limited warranty period of the Medical Product. Buyer has no right to return for repair, replacement, credit or refund any Medical Product except as set out in these General Terms and Conditions. Buyer shall not reconstruct, repair, alter or replace any Medical Product, in whole or in part, either itself or by or through any third party. **THIS SECTION 4.03 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF ANY WARRANTY RELATING TO THE MEDICAL PRODUCTS.**

Except as explicitly authorized in a separate written agreement with Seller, Buyer shall not service, repair, modify, alter, replace, reverse engineer or otherwise change the Medical Products it sells to Customers.

4.04 Warranties Disclaimer; Non-reliance. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES DESCRIBED IN **SECTION 4.01** (A) NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; OR (iii) NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED IN **SECTION 4.01**.

ARTICLE V INDEMNIFICATION

5.01 Buyer General Indemnification. Subject to the terms and conditions of these General Terms and Conditions Buyer shall indemnify, defend and hold harmless each Seller Indemnified Party against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under these General Terms and Conditions and the cost of pursuing any insurance providers, incurred by Seller Indemnified Party (collectively, "**Losses**"), arising out of or relating to any Claim of a third party:

(a) relating to a breach or non-fulfillment of any representation, warranty or covenant under these General Terms and Conditions by Buyer or Buyer's Personnel;

(b) alleging or relating to any negligent or more culpable act or omission of Buyer or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under these General Terms and Conditions;

(c) alleging or relating to any bodily injury, death of any Person or damage to real or tangible personal property caused by the acts or omissions of Buyer or its Personnel;

- (d) relating to a purchase of a Medical Product by any person or entity purchasing directly or indirectly through Buyer and not directly relating to a claim of Limited Warranty breach
- (e) relating to any failure by Buyer or its Personnel to materially comply with any applicable Laws; or
- (f) alleging that Buyer breached its agreement with a third party as a result of or in connection with entering into, performing under or terminating these General Terms and Conditions.

5.02 Seller General Indemnification. Subject to the terms and conditions set out in **5.03**, Seller shall indemnify, hold harmless, and defend each Buyer Indemnified Party against any and all Losses against Buyer Indemnified Party in a final non-appealable judgment, arising out of or resulting from any Claim of a third party alleging or relating to: (a) a breach or non-fulfillment of any representation, warranty or covenant under these General Terms and Conditions by Seller or Seller's Personnel; (b) any negligent or more culpable act or omission of Seller or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under these General Terms and Conditions; or (c) any bodily injury, death of any Person or damage to real or tangible personal property caused by the negligent acts or omissions of Seller or its Personnel; or (d) any failure by Seller or its Personnel to comply with any applicable Laws in all material respects. Notwithstanding anything to the contrary in these General Terms and Conditions, this **5.02** does not apply to any claim for which a sole or exclusive remedy is provided for under another section of these General Terms and Conditions.

5.03 Exceptions and Limitations on General Indemnification. Notwithstanding anything to the contrary in these General Terms and Conditions, neither party shall be obligated to indemnify or defend an Indemnified Party against any claim (whether direct or indirect) if the claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's or its Personnel's: (a) negligence or more culpable act or omission (including recklessness or willful misconduct); (b) bad faith failure to comply with any of its obligations set out in these General Terms and Conditions; or (c) use of the products purchased under these General Terms and Conditions (including Medical Products) in any manner that does not materially conform with Seller's then-current usage, instructions, guidelines, or specifications.

5.04 Sole Remedy. ARTICLE V SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY LOSSES COVERED BY ARTICLE V.

ARTICLE VI LIMITATION OF LIABILITY

6.01 No Liability for Consequential or Indirect Damages. IN NO EVENT IS SELLER OR ITS REPRESENTATIVES LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE GENERAL TERMS AND CONDITIONS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

ARTICLE VII Miscellaneous

7.01 Choice of Law. These General Terms and Conditions, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to these General Terms and Conditions, are governed by, and construed in accordance with, the Laws of the State of Indiana, without regard to the conflict of laws provisions thereof.

7.02 Choice of Forum. Buyer and Seller each irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other in any way arising from or relating to these General Terms and Conditions, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the United States District Court for the Southern District of Indiana or if this court does not have subject matter jurisdiction, the courts of the State of Indiana sitting in Marion County and any appellate court from any thereof. Each of Buyer and Seller irrevocably and unconditionally submits to the exclusive jurisdiction of these courts. Each party agrees that a final judgment in any action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

7.03 Jury Waiver. EACH OF BUYER AND SELLER HEREBY VOLUNTARILY, KNOWINGLY, ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY TRIAL OR HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO THESE GENERAL TERMS AND CONDITIONS OR ANY DOCUMENT BETWEEN THEM OR ANY RELATIONSHIP BETWEEN THEM.

**ARTICLE VIII
DEFINITIONS**

Capitalized terms have the meanings set out in this Article VIII.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, this Person.

"**Agreement**" means an agreement between Seller and a Buyer comprised of this Distribution Agreement, together with these General Terms and Conditions.

"**Business Day**" means any day except Saturday, Sunday or a federal holiday.

"**Buyer**" means any person who buys Medical Products.

"**Control**" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, regarding any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership or voting securities, by contract, or otherwise.

"**Claim**" means any Action made or brought against a Person entitled to indemnification under **Article V**.

"**Customer**" means a purchaser that is an End User.

"**Defective**" means not conforming to the warranties in Section 4.01.

"**Defective Medical Products**" means goods that are Defective, which for the avoidance of doubt, includes any Nonconforming Medical Products accepted by Buyer under these General Terms and Conditions.

"**Delivery Point**" means the street address specifies in the applicable Purchase Order.

"**End User**" the final purchaser that (a) has acquired a Medical Product from Buyer for (i) its own and its Affiliates' internal use and not for resale, remarketing or distribution or (ii) incorporation into its own products and (b) is located in the US.

"**Distribution Agreement**" means any distribution agreement between Seller and a Buyer.

"**Excess Medical Products**" means Medical Products that, when counted together with all other Medical Products having the same [make/model number/UPC/SKU/[PRODUCT IDENTIFIER]] and received by Buyer under the same Purchase Order, are in excess of the quantities of the Medical Products ordered under that Purchase Order.

"**General Terms and Conditions**" means these General Terms and Conditions for the Sale of Medical Products, in effect from time to time and published at [URL].

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of the government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of this organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority.

"**Indemnified Party**" means either the Seller Indemnified Party or Buyer Indemnified Party, as context may require.

"**Inspection Period**" means, with respect to any Medical Products received, a period commencing on the day on which the Medical Products are received and ending 5 Business Days after the Medical Products are received.

"**Law**" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.

"**Medical Products**" means those goods that are identified to Distributor in writing by Seller, as Seller may amend from time to time in its sole discretion and without notice to Distributor.

"**Nonconforming Medical Products**" means any good received by Buyer from Seller under a Purchase Order that: (a) is not a Medical Product; (b) does not conform to the [make/model number/UPC/SKU/[PRODUCT IDENTIFIER]] listed in the applicable Purchase Order; or (c) on visual inspection, Buyer reasonably determines are otherwise Defective.

"**Person**" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority or any other entity.

"**Personnel**" means agents, employees or subcontractors engaged or appointed by Seller or Buyer.

"**Price**" has the meaning set out in Section 3.01 of these General Terms and Conditions.

"**Purchase Order**" means a purchase order submitted by Buyer in the form prescribed by Seller, which Purchase Order shall be limited to the Purchase Order Transaction Terms.

"Purchase Order Transaction Terms" means the following terms specified by Buyer in a Purchase Order: (a) a list of Medical Products to be purchased[, including [make/model number/UPC/SKU/[GOOD IDENTIFIER]]]; (b) quantities ordered; (c) requested delivery date; and (d) Delivery Point. For the avoidance of doubt, the term Purchase Order Transaction Terms does not include any general terms or conditions provided by Buyer in any Purchase Order.

"Seller" means Cork Medical Products, LLC, an Indiana limited liability company.

"US" means the United States of America, including its territories, possessions and military bases.

Exhibit A (1)

Nisus Negative Pressure Wound Therapy (NPWT)

LIMITED WARRANTY INFORMATION

This exhibit provides detailed warranty information on the Nisus NPWT equipment. The information adds to ARTICLE IV for full warranty information. The Warranty runs solely to the party that originally purchases a Nisus NPWT pump from Cork Medical Product (Cork) or an authorized dealer or reseller, and, unless and except to the extent Cork may expressly agree otherwise in writing, no person or entity other than the original purchaser from Cork or an authorized Cork dealer or shall have or may be assigned any right or remedy under this Warranty.

This Warranty is subject to and conditioned upon Cork being paid all amounts payable to it in respect of the products it sells, and Cork shall have no liability or obligation under this Warranty in respect of any Cork product if any amount due and payable to it in respect of such product has not been paid in full.

Nisus pumps are warranted to be free of defects in material and workmanship under normal conditions of use and services for the following warranty periods: 24 months from date of shipment. Date of shipment is date Product is shipped from Cork facility. Items sent in that are covered under the warranty period shall not have their warranty extended, other than having the time remaining on the warranty continue once the repaired product is shipped back to the customer. The battery provided with the pump carries a 12 months limited warranty.

The sole liability and obligation and sole right and remedy under this Warranty shall be repair or replacement of a Cork product that fails during normal conditions of use and service due to a defect in material or workmanship. This warranty does not cover damage or breakdown to Nisus units due to misuse or improper handling.

Cork reserves the right to use reconditioned parts for warranty repairs and to use reconditioned products for warranty replacements. Cork shall have no liability or obligation under this Warranty for field labor, including, but not limited to, deinstallation, installation, calibration and testing.

Cork shall have no liability or obligation under this Warranty unless Cork is promptly notified of the failure giving rise to the warranty claim and such notice is received by Cork no later than 30 Business Days after the expiration of the limited warranty period of the Medical Product. The notice must be given in writing (email is acceptable), identify the product that is the subject of the warranty claim (including model and serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Cork shall issue a Return Maintenance Authorization (RMA) for the product or part. The product or part must be delivered within 30 days of issuance of the RMA. The RMA number must be included with the product or part when it is delivered. No product or part thereof may be returned for repair or replacement without a RMA from Cork.

If Cork ultimately determines that the repair or replacement of a product or part is not covered by this Warranty, the party asserting the warranty shall have the option of either (i) having the product or part returned to it freight collect, without repair or replacement, or (ii) if Cork determines that the product is repairable, have the product repaired by Cork on a time and materials basis at Cork's then current standard charges for non-warranty repairs and then returned to it freight collect. Items repaired outside of warranty period that are paid shall have a limited 90 day warranty commencing from the date the product is shipped back to the customer.

Cork may, at its sole option, provide to a party asserting a warranty claim a replacement product or parts to make repairs prior to making a final determination as to whether the repair or replacement is covered by this Warranty. If Cork ultimately determines that the repair or replacement is not covered by this Warranty, the party asserting to the warranty claim will be required to purchase the replacement product or parts that were provided at Cork's then current list price.

This Warranty shall be voided, and Cork shall have no responsibility, liability or obligation under this Warranty, any issue based upon or arises out of:

- (i) user error or gross negligence
- (ii) improper application
- (iii) damage during shipment or after delivery
- (iv) submersion under water
- (v) inadequate or improper storage
- (vi) abrasive wear or corrosion
- (vii) use of a Nisus pump for a purpose or application other than the specific purpose
- (viii) power surge or brownout,
- (ix) modification or alteration to a Nisus pump and any attempt to repair a Cork product by anyone other than Cork or its authorized representatives
- (x) failure to adhere to the preventative maintenance policy and procedure

The company reserves the right to revise the warranty policy from time to time.