

Medi-Dose/EPS/Vu-Pak Terms and Conditions of Sale

1. **Applicability.** These terms and conditions apply to all sales made by Medi-Dose, Inc., EPS, Inc., and Vu-Pak (as applicable, the “Seller”) to all customers (each, a “Purchaser”). All sales by Seller are conditioned upon acceptance of these terms and conditions, regardless of whether Purchaser provides additional or conflicting terms to Seller in any other written or oral form. Unless otherwise agreed upon by a signed writing of both parties, any additional or conflicting terms in any prior or later communication or other writing from Purchaser to Seller shall have no effect on any sales by Seller and are expressly rejected by Seller.
2. **Pricing.** All prices quoted in Seller’s catalogs, brochures, literature, and on Seller’s website are subject to change without notice. Any such change will be communicated to Purchaser before shipment. All quoted prices exclude applicable taxes, duties, and shipping costs. If Purchaser is exempt from sales tax, reasonably satisfactory proof must be submitted to Seller before invoicing.
3. **Payment Terms.** For Purchasers with an established credit account with Seller, sales will be invoiced on or after shipment and payment is due within thirty days of the date of Seller’s invoice. For Purchasers without an established credit account, payment in full may be required before shipment. Past due amounts will accrue interest at the rate of 1.5% per month. Purchaser shall be responsible for all collection costs, including without limitation Seller’s reasonable attorneys’ fees, if Purchaser fails to timely pay any amount due to Seller.
4. **Shipping.** All shipments are FOB Origin (typically, Ivyland, Pennsylvania). Title and risk of loss transfer to Purchaser upon delivery of goods to the carrier at Seller’s shipping point. Purchaser is responsible for all shipping, insurance, and related costs, all of which will be added to invoices as a separate line item. Seller will select the carrier unless Purchaser specifies otherwise in writing prior to shipment.
5. **Inspection and Acceptance.** Purchaser shall inspect all goods upon receipt and notify Seller in writing of any defects, shortages, or non-conformities within five days of delivery. Failure to provide such notice constitutes acceptance of the goods.
6. **Returns and Cancellations.** No returns or order cancellations are permitted without Seller’s prior written approval. To obtain approval, contact Seller’s Customer Service Department for a Return Goods Authorization Number (“RGA#”). Goods returned without an RGA# will be refused by Seller. A 25% restocking fee will be charged against all goods returned that are returned through no fault of Seller. Custom or sterile products are not returnable.
7. **Limited Warranty.** Seller warrants only that products will conform to Seller’s published specifications and be free from material defects in materials and workmanship when delivered. This limited warranty is conditioned upon Purchaser’s proper storage, handling, and use of the products in accordance with Seller’s instructions, if any, and applicable regulatory requirements. This limited warranty does not cover: (i) defects or damage resulting from misuse, abuse, neglect, improper storage, or unauthorized modifications; (ii) products that have been repaired or altered by anyone other than Seller or its authorized representatives; (iii) normal wear and tear; (iv) products used beyond their expiration or shelf life; or (v) custom or sterile products, which are provided “as is.” All Steri-Dropper product shall not be considered defective or outside of specifications solely because of blemishes, imperfections, embedded particles less than .4mm² (Tappi), or other cosmetic issues that do not affect functionality of the product.
8. **DISCLAIMER OF OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS STATED IN SECTION 7, SELLER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.**
9. **Sole Remedy.** Purchaser’s sole remedy for any breach of the limited warranty described in Section 7 shall be, in Seller’s sole discretion, either (i) repair or replacement of the defective product; or (ii) a credit or refund of the purchase price paid for the defective product, provided Purchaser complies with Section 5.
10. **No Consequential Damages.** Seller shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, or business opportunity, arising from or related to the use or inability to use the products, whether or not Seller has been advised of the possibility of such damages.
11. **Regulatory Compliance.** Purchaser acknowledges that it is solely responsible for ensuring that its use of the products complies with all applicable federal, state, and local laws, including but not limited to FDA regulations, and for validating the suitability of the products for their intended use. Purchaser shall defend and indemnify Seller against any claims arising from Purchaser’s noncompliance.
12. **Governing Law.** These terms and conditions, and the relationship between Seller and Purchaser, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
13. **Amendment.** These terms and conditions may not be amended except by a written agreement signed by the parties.
14. **Entire Agreement.** These terms and conditions integrate the entire understanding and agreement of the parties and fully takes the place of all prior or contemporaneous agreements or understandings with respect to the subject matter of this document.