

TERMS AND CONDITIONS OF SALE

(Revised May 10, 2010. ©Genico, Inc. dba GENICON)

GENICON (“we,” “us,” or “our”) and the customer (“you” or “your”), agree to the following terms and conditions:

1. **Agreement; Acceptance of Orders.** If you or your group purchasing organization has a written agreement with us then the specific terms and conditions of that written agreement will apply and it is your responsibility to comply with such agreement. For transactions without a written agreement, you agree to the following standard terms and conditions.
2. **Terms of Payment.** You agree to pay for the products you order within 30 days after the invoice date. Late payments bear interest at the rate of 1.5% per month.
3. **Invoice Discrepancy.** Any discrepancy on our invoice must be reported to us by email or in writing within 30 days after the invoice date to qualify for an adjustment.
4. **Shipping Methods.** Our standard shipping method for all U.S. Customers is via ground. All international shipments are via your shipping instructions and using your shipping account. If you request expedited shipping and we are able to accommodate you, you agree to pay an expedited delivery charge in addition to standard shipping fees.
5. **Risk of Loss.** All shipments are FOB the point of origin. Risk of loss, regardless of the cause, passes to you that that time.
6. **Returns/ Warranties/ Credits.** We must approve all returns and assign a GENICON RMA number. All our products are warranted to be free of manufacturer’s defects when used in accordance with our approved applications and in accordance with written product instructions, for one year after the invoice date, your use, or on the expiration date, whichever occurs first. All other warranties, express or implied are disclaimed. Our liability under this warranty is limited to the return of the defective product. We are not liable for special, incidental or consequential damages. We will give you a full credit (less a 25% restocking fee) for all returns in complete shelf box quantities, delivered to us up to 90 days after the invoice date. After 90 days, no return will be accepted. We will not accept custom/special ordered products for return. We retain the right to reject requests for return. Freight for returns shall be at your expense. Products subject to recall shall be reimbursed in full, including shipping. All accepted returns will be credited toward future purchases. No cash refunds will be given.
7. **Order Cancellations / Changes.** You agree to pay a cancellation charge of 25% if you cancel your order within 30 days after the scheduled shipping date. You agree to pay a cancellation charge of 50% if you cancel your order of custom or special order items and you agree that we will retain the total amount paid for the order as a credit toward your future orders.
8. **Taxes and Fees.** You agree to pay any taxes, duties, customs, or other fees applicable to your order.
9. **Option to Accelerate.** We have the right, upon written notice to you, to demand immediate payment of amount due to us if you breach your agreement with us or if we determine that your ability to pay is impaired.
- 10) **No Resale.** Our products are intended for your own use. You agree not to re-sell or distribute them without advance written authorization from us.

11. **Re-Processing of Single Use Devices.** Any reprocessing or re-use of single use devices voids our warranty, and we have no liability for reprocessed or re-used products.

12. **Limited Liability.** You agree that our liability for any losses, damages, costs, or penalties is limited to the price you paid us for the products we delivered and that we are not liable for any losses you incur due to shortages of our products or delays in our supply chain which result in delivery after the scheduled date.

13. **Dispute Resolution.** Any unsettled disputes, claims, actions or proceedings seeking to enforce any provision of this agreement, including, without limitation, damages from any breach of this agreement, shall be resolved, at our election either through binding arbitration in Orlando Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in the Circuit Court in Orange County Florida, or if it has or can acquire jurisdiction, at our election, in the United States District Court for the Middle District of Florida. The prevailing party in any arbitration or litigation shall be entitled to recover its reasonable attorney's fees, including in all investigations, trials and appeals.

14. **No Assignment or Third Party Rights.** You agree not to transfer any purchase agreement to any affiliate or third party without our express written permission and unless we specifically agree otherwise in a writing signed by us, you remain liable for your obligations hereunder. Nothing in this agreement is intended to confer rights of enforcement or change to any third party and there are no third party beneficiaries of this agreement.

15. **Force Majeure.** We are not liable to you or anyone else for direct, indirect, consequential, incidental, punitive, or other damages arising from acts of nature or matters beyond our reasonable control, the occurrence of which will not excuse you from performing your obligations and duties under this agreement, but will suspend such obligations and duties up to but not exceeding 30 days.

16. **Governing Law.** This transaction shall be governed by the laws of Florida, United States of America, without regard to its conflicts of law doctrine that would cause the laws of any other state to apply.

17. **Confidentiality.** Confidential or proprietary information exchanged as a result of our business transaction will not be disclosed to any third party without express written consent of both of us.

18. **Requests for Information.** You may request additional information as follows:

Call GENICON Customer Service at:

1-407-657-4851 (x101) or

Toll free at 1-800-936-1020 (x101)

Visit GENICON's Website at:

www.geniconendo.com

Write GENICON at:

6869 Stapoint Court #114

Winter Park, Florida 32792 USA

Attn: Customer Service
