



## Order Terms and Conditions

**Payment.** Customer shall pay all amounts due, within thirty (30) days after the date of CRH's invoice therefore. Any overdue payments shall bear interest at a rate equal to the lesser of: (i) 1.5% per month, or (ii) the maximum amount permitted by law, assessed from the day payment was initially due. Customer is solely responsible for the payment of taxes (including sales, use or value added taxes), if any, resulting from Customer's purchase or use of the product. Legal title passes to the customer upon shipment.

**Purchased Services.** In addition to the purchase of the Item, the following bundled services are included in the Item's purchase price: marketing materials, advertising templates, the appearance of the name and location of the purchaser's practice on the CRH corporate website, and other support services. The inclusion of these purchased services are not intended to be inducement for, and are not contingent upon receipt of, referrals or the purchase of Items from CRH.

**Restrictions.** Customer shall not and shall require all persons using the product to not: (a) copy or redistribute to third parties the CRH Hemorrhoid Treatment Manuals (b) re-use or re-sell the product; (c) reproduce, reverse engineer, disassemble, modify, alter, or knowingly permit any of the foregoing with respect to, the product or any portion thereof without CRH's advance written consent, which consent may be withheld in CRH's sole discretion; (d) handle, store or use the product in any manner that is inconsistent with or in violation of: (i) the CRH Hemorrhoid Treatment Manual(s) or the product package insert; (ii) instructions given by CRH, including in the course of the Training and Certification Program; or (iii) any applicable local, state, provincial or federal law, rule, regulation or ordinance.

**Customer Obligations.** In addition to and not in limitation of Customer's other obligations hereunder, Customer agrees to: (a) require all of its employees, consultants, agents and representatives who will use the product to complete the Training and Certification Program and to obtain certification to use the product in advance of their use of the product; (b) maintain in full force and effect throughout the term of this Agreement insurance, including medical malpractice coverage, with a reputable insurer, in such amounts and with such coverage as are standard in Customer's industry; (c) immediately inform CRH in writing of any breach by Customer, Customer's employees, officers, agents or representatives of any term or condition of this Agreement; (d) notify CRH in writing: (i) within two (2) working days of any complaint or information that suggests that any product may have been associated in any way with an injury or death to the user or patient and (ii) within five (5) working days of all other complaints concerning the product.

**Confidentiality.** Neither party shall use the other party's non-public information except as specifically permitted under this Agreement, and shall not disclose any portion of such information of the other party to any person except employees, contractors, representatives or agents who have executed a confidentiality agreement containing restrictions at least as restrictive as those herein.

**Audit Right.** CRH or its representatives shall have the right to inspect and audit, upon reasonable prior notice and during regular business hours, Customer's records and facilities to determine Customer's compliance with the terms of this Agreement. If an audit shows that during a time period Customer performed a number of hemorrhoid ligation procedures using the CRH O'Regan System that exceeded the number of units purchased for such time period, then Customer shall pay CRH an amount equal to (a) the product of (i) the purchase price of a unit multiplied by (ii) the number of hemorrhoid ligation procedures performed during the time period, less (b) the total amount paid for purchase of all units for such time period.

**Limited Warranty and Disclaimer.** CRH warrants to Customer that products, at the time of Delivery, will be free from defects in workmanship and materials. Customer shall return to CRH all non-conforming products subject to and pursuant to CRH's current return policy. CRH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**Use of Name; Product Promotion.** Customer shall not use CRH's name or trademarks or any advertising or promotional materials to promote the product, other than marketing materials provided to Customer by CRH, without CRH's advance written consent, which consent CRH may withhold in its sole discretion. Customer shall make no warranty, guarantee, claim or representation in connection with the product not contained in the marketing materials or authorized in writing in advance by CRH.

**Limitation of Liability.** CRH SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF CRH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CRH TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PERIOD IN WHICH SUCH LIABILITY ACCRUED.

**Indemnification.** Customer shall indemnify and hold harmless CRH, its employees, contractors, officers, directors, representatives, successors, assigns and agents from and against any and all claims, suits, demands, judgments, losses, injuries, obligations, liabilities, costs, damages, and expenses of whatever form or nature, including, without limitation, attorneys' fees, experts' and consultants' fees, and other costs of legal defense (collectively, "Damages") resulting in whole or in part from (a) the negligent acts or omissions or willful misconduct of Customer or Customer's employees, contractors, officers, directors, agents or representatives; (b) Customer's misuse of the product or failure to use the product in accordance with the terms or conditions of this Agreement; or (c) any other breach of this agreement by Customer or Customer's employees, contractors, officers, directors, agents or representatives; provided that the foregoing indemnity obligation shall not apply to the extent that any Damages are determined by a final judgment to be caused by the negligence or willful misconduct of CRH.

**Impracticability.** CRH shall not be liable for any delay in, or failure to perform, any obligation under this agreement, nor shall such delay or failure constitute a default under this Agreement, if such delay or failure is caused by circumstances beyond the reasonable control of CRH. In the event of any such delay, the time for performance by CRH shall be appropriately adjusted.

**General.** This agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to choice of law provisions, and Customer hereby consents to the jurisdiction of and venue in the Delaware courts in connection with any suit or action relating to or arising out of this agreement. Waiver by a party of any breach of any provision of this agreement shall not operate or be construed as a waiver by that party of any subsequent or continuing breach. No provision of this agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification is in writing and signed by the party against whom it is sought to be enforced. Any notice or other communication allowed or required under the terms of this agreement shall be in writing and delivered personally or by reputable overnight carrier or mailed by certified mail, return receipt requested. This agreement represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties with respect thereto. The provisions of this agreement shall prevail over any inconsistent provisions in Customer's order. Nothing in this agreement shall be deemed to create an employment, partnership, joint venture, or agency relationship between the parties and neither party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party.