



## 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

**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.

**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.

**Copyright.** All marketing materials and content, including but not limited to text, or graphics is copyrighted as a collective work under the United States and other copyright laws, and is the property of OBP Medical. The collective work includes works that are licensed to OBP Medical. Copyright 2003, OBP Medical ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of the OBP web site or other materials for the sole purpose of placing an order with OBP Medical or purchasing OBP Medical products. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the OBP website solely for your own non-commercial use, or to place an order with OBP Medical or to purchase OBP Medical products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of the web site or other marketing materials is strictly prohibited, unless authorized by OBP Medical. You further agree not to change or delete any proprietary notices from materials downloaded from the site or included with the product packaging.

**Trademarks.** All trademarks, service marks and trade names of OBP Medical are trademarks or registered trademarks of OBP Medical. Unauthorized use is a violation of U.S. Federal Law.

**Limitation of Liability.** CRH or OBP Medical 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.