

HEALTH COALITION STANDARD TERMS AND CONDITIONS OF SALE

1. **Contract Terms.** These are the terms and conditions of sale (“Terms”) under which HEALTH COALITION sells products and services. These Terms, together with HEALTH COALITION’s invoice, create the contract (“Contract”) between HEALTH COALITION and Customer for the purchase and sale of products and services. The Contract is created, and Customer agrees to the Contract terms, when Customer submits and HEALTH COALITION accepts a product order by either sending a written confirmation and/or by shipping the product. The Contract shall contain the governing terms and conditions, and any terms and conditions proposed by Customer that are not specifically incorporated into the Contract are hereby deemed rejected and superseded by all of the Contract terms.
2. **Payment.** Payment for all orders are due upon receipt of HEALTH COALITION’s invoice, unless otherwise specifically provided in HEALTH COALITION’s invoice. Prices billed are the prices in effect at the time Customer’s order is accepted by HEALTH COALITION. Prices are subject to change without notice. Customer agrees to pay all debts, accounts and invoices owing to HEALTH COALITION in full accordance with the Contract. In the event such debts, accounts or invoices owing are not paid when due, they will accrue late charges at the rate of 1.5% per month or the maximum rate allowed by law, whichever is the lesser rate. Customer shall pay all fees and collection costs, including attorneys’ fees, should it become necessary for HEALTH COALITION to take action to collect any sums due from Customer to HEALTH COALITION. Customer’s obligation to pay for orders will be absolute, unconditional and not subject to reduction, set-off, counterclaim or delay.
3. **Credit Terms.** HEALTH COALITION may supply product to the Customer on payment terms different than set forth above. Such payment terms are an extension of credit based upon an evaluation of Customer’s financial condition upon commencement of the transaction between HEALTH COALITION and Customer as reflected in written information from Customer. Customer will abide by HEALTH COALITION’s standard credit terms as amended from time to time by HEALTH COALITION. Customer will promptly notify HEALTH COALITION in writing of any Claim that, with an unfavorable result, would have a material adverse effect on Customer’s financial condition or operation. Upon request, Customer will furnish HEALTH COALITION complete annual and quarterly financial statements and other evidence of its financial condition necessary to establish, in Health Coalition’s opinion, Customer’s ability to perform its obligations. If HEALTH COALITION, in its sole discretion, believes Customer’s ability to make payments is impaired or its financial condition has materially deteriorated, HEALTH COALITION may from time to time amend Customer’s credit terms, require past due amounts to be paid and/or require posting of adequate security or such other documents as HEALTH COALITION may require.
4. **Product Returns and Credits.** Customer shall not have the right to return products to HEALTH COALITION without advance written authorization by HEALTH COALITION. Unauthorized returns will be rejected or disposed of at Customer’s expense. If authorization is granted, HEALTH COALITION may credit Customer for the portion of product returned to HEALTH COALITION that is unopened, unused, unaltered, unexpired, in original packaging and in saleable condition, at the lesser of the invoiced amount or at the current market value for such product. No cash refunds will be provided. Customer shall pay all transportation charges associated with the return of such product to HEALTH

COALITION and any additional out-of-pocket expenses incurred by HEALTH COALITION in connection with the return. Risk of loss for returned product shall remain with the Customer until HEALTH COALITION accepts the returned product at HEALTH COALITION's designated facility. A restocking and processing fee may be charged to the Customer for any product returned. Customer represents and warrants that all returned products have been stored, handled and transported in compliance with all applicable laws, regulations and manufacturer's requirements. Customer must notify HEALTH COALITION in writing of any order discrepancies within 48 hours of receipt of product. Provided that Customer notifies HEALTH COALITION within 48 hours that Customer has received an incorrect type or amount of product, Customer shall have the right to return such product. Credit for returned products will only be issued for products that are authorized for return by HEALTH COALITION. HEALTH COALITION is not obligated to issue credit on discrepancies not reported within 48 hours. All authorized credits will be reflected in Customer's account to apply either toward future purchases or against invoice(s) for past purchase(s) for any sums actually paid by Customer. Any credit issued expires 18 months after issuance. **WITHOUT LIMITATION, ALL BLOOD COMPONENT PRODUCTS AND SPECIAL ORDERS ARE STRICTLY NON-RETURNABLE AND NON-REFUNDABLE.**

5. **Orders, Shipping, Risk of Loss and Title.** Unless otherwise specified in HEALTH COALITION's invoice, the cost of shipment for product from HEALTH COALITION to Customer, if any, has been paid by HEALTH COALITION. Shipment of orders to a Customer in the United States is on the basis of FOB Destination (Incoterms 2020). HEALTH COALITION will only ship to the address shown on a valid DEA certificate, Registration Permit and/or license as applicable or as otherwise permitted by law, rule or regulation. HEALTH COALITION will use commercially reasonable efforts to meet the requested delivery time for emergency orders, which may be subject to an additional charge. If shipment received is damaged, it is Customer's responsibility to: (i) obtain the carrier's delivery receipt notated with the damage conditions; (ii) notify HEALTH COALITION immediately; (iii) retain the product and product packaging, and (iv) photograph the damaged condition, if requested by HEALTH COALITION. If shipment contains concealed damage, Customer must notify HEALTH COALITION within 48 hours of receipt. If notification is not timely made to HEALTH COALITION, Customer forfeits and waives any and all rights to return and/or replace the shipment.
6. **Taxes.** All taxes (other than income or excess profit taxes) which may be imposed by any taxing authority arising from the sale, delivery, or use of the product and for which HEALTH COALITION may be held responsible for collection or payment, either on its own behalf or that of Customer, shall be paid by HEALTH COALITION to Customer or paid by Customer to HEALTH COALITION, upon HEALTH COALITION'S demand. If applicable, Customer will be charged state sales tax until such time as a valid state resale card is filed in our administrative office. There will be no retroactive credits granted for purchases made prior to the receipt. The resale card must contain a description of exempted materials for which resale is allowed in the course of business.
7. **Customer's Representation.** Customer represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of the State of its formation

and has the full right and legal authority to enter into and fully perform the Contract in accordance with its terms; (ii) there are no outstanding contracts, agreements or understandings, whether written or oral, express or implied, which are in conflict with Customer's obligations under this Contract; (iii) Customer is registered with, and holds all requisite permits, licenses, and authorizations to fulfill its obligations under this Contract in accordance with all applicable regulatory authorities and applicable laws; (iv) the use, distribution, marketing, and/or sale of the products shall comply with regulatory requirements and applicable laws; (v) Customer will maintain all obligations with respect thereto; (vi) Customer will comply with applicable laws pertaining to its obligations under this Contract, including with respect to the storage, handling, advertising, marketing and/or sale of the product(s); (vii) Customer will not cause the products to become defective, adulterated or misbranded while in its possession or control; (viii) the performance by Customer of its obligations hereunder, have been duly authorized or ratified on behalf of Customer, and no other corporate action on the part of Customer is necessary to authorize the same; (ix) the performance by Customer of its obligations hereunder, do not and will not (with notice or the passage of time or both) violate, or cause the imposition of any lien, pledge or encumbrance under any law or regulation or any judgment, order or decree to which Customer is subject, or any agreement to which Customer is a party or by which it or any of its property is bound; and (x) the performance by Customer of its obligations hereunder, do not require the approval, authorization or license of any governmental authority or the consent of any third party. Customer further represents and warrants that all information contained in Customer's credit application with HEALTH COALITION is current, correct and complete, and that HEALTH COALITION may rely on such information in deciding to extend or discontinue credit. Customer agrees to notify HEALTH COALITION immediately, in writing, of any change in the foregoing information including, without limitation, any change in the nature of the business, ownership, licensure, registration name, location of the business, or financial condition.

8. **Own Use.** Customer represents, warrants, and agrees that Customer is purchasing products from HEALTH COALITION for Customer's own use and use by Customer's affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that HEALTH COALITION is relying on this representation in making its decision to sell products to Customer.
9. **Limitation and Disclaimer of Warranties.** HEALTH COALITION represents and warrants that it will acquire the product ordered by Customer directly from the manufacturer or wholesaler. Except as expressly provided herein or as may otherwise be provided by law, HEALTH COALITION MAKES NO WARRANTIES AND HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED, OR STATUTORY REGARDING THE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR EFFECTIVENESS. ALSO, HEALTH COALITION MAKES NO WARRANTY OF NON-INFRINGEMENT. No agent, employee or representative of HEALTH COALITION has any authority to bind HEALTH COALITION to any affirmation, representation or warranty concerning the products or services.

10. **Excluded Damages.** HEALTH COALITION SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF HEALTH COALITION HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE AND REGARDLESS OF THE THEORY UNDER WHICH SUCH DAMAGES ARISE (INCLUDING CONTRACT, TORT, PRODUCT LIABILITY, NEGLIGENCE OR STATUTE). THE FOREGOING EXCLUDED DAMAGES INCLUDE WITHOUT LIMITATION LOST PROFITS, LOST OPPORTUNITIES, LEGAL FEES AND OUT OF POCKET EXPENSES. IN NO EVENT SHALL HEALTH COALITION BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING FROM ANY DELAY OR DEFAULT IN DELIVERING PRODUCT, REGARDLESS OF CAUSE.
11. **Limitation of Liability and Exclusive Remedy.** CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF CONTRACT BY HEALTH COALITION SHALL BE, AT HEALTH COALITION'S OPTION, one or more of the following:
 - Return or replacement of any or all of the product;
 - If HEALTH COALITION becomes aware that delivery will not occur on or before the delivery date because HEALTH COALITION is not able to timely tender product to a carrier for delivery, HEALTH COALITION will offer Customer an opportunity to either consent to a delay in shipping, or cancel the order and receive a full refund. If HEALTH COALITION notifies Customer of a delayed delivery date which is 30 days or less after the original delivery date and does not receive notice that Customer wishes to cancel before the product is shipped, Customer will be deemed to have accepted the delayed delivery date;
 - If (i) HEALTH COALITION has provided Customer with notice of delayed delivery date that is more than 30 days after the original delivery date, or provided Customer with notice that it does not know when it can deliver the product; (ii) Customer has not previously agreed to a delayed delivery date that is more than 30 days after the original delivery date; and (iii) HEALTH COALITION does not tender the product to a carrier for delivery within 30 days after the original delivery date, the order will be deemed to have been cancelled and HEALTH COALITION will refund the amount actually prepaid to HEALTH COALITION for the non-delivered product.
12. **HEALTH COALITION's Remedies.** Customer acknowledges that products ordered will not be reserved for another Customer of HEALTH COALITION and, thus, it is critical that Customer pays for all products ordered. In addition to all of HEALTH COALITION's other remedies allowed by law, Customer agrees that if Customer does not pay any part of the purchase price when due, HEALTH COALITION shall, at its option, have any or all of the following remedies (but is not obligated to exercise any of them):
 - Withhold or seek return of delivery of all or part of the products ordered;
 - Require Customer to accept the products ordered and to pay the balance of the amount due and any collection costs or attorneys' fees associated with collection of the unpaid balance;

- Cancel the entire, or any part of, the unshipped and/or undelivered order;
- Avail itself of the remedies provided to sellers of product under the Uniform Commercial Code and other applicable laws.

HEALTH COALITION's listed remedies are not exhaustive. Any and all remedies available to HEALTH COALITION, whether expressly conferred by the Contract or which may now or subsequently exist in law or in equity by statute or otherwise, are cumulative. HEALTH COALITION's exercise of any right or remedy does not preclude its exercise of any other rights or remedies.

13. **Assignment.** Customer shall not, in whole or in part, assign or transfer any interest under any order accepted by HEALTH COALITION or delegate any obligation hereunder without the prior written consent of HEALTH COALITION.
14. **Attorneys' Fees.** If HEALTH COALITION is required to take any action to enforce any right or remedy under the Contract or to interpret any provision of the Contract, HEALTH COALITION will be entitled to recover its costs, including attorneys' fees.
15. **Force Majeure.** HEALTH COALITION shall not be liable for any delay, non-delivery or failure of performance due to force majeure, including, but not limited to, strikes, accidents, acts of God, weather conditions, inability to secure labor and/or products, material shortages, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or any other causes beyond the commercially reasonable control of HEALTH COALITION. HEALTH COALITION shall not be responsible for any additional costs incurred by Customer in securing product from other sources.
16. **Independent Contractors.** HEALTH COALITION and Customer are independent contractors. The Contract will not be construed as constituting a relationship of employment agency, partnership, joint venture or any other form of legal association, except as expressly set forth in the Contract. Each party will have no power, and will not represent that it has any power, to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.
17. **Indemnification.** Each party ("Indemnifying Party") will indemnify and defend the other, its employees and representatives ("Indemnified Party") against all third-party claims and damages (including expenses and attorneys' fees) ("Claim") to the extent arising out of Indemnifying Party's obligations, representations or warranties under the Contract or based upon a violation of applicable law. Failure to give prompt written notice of a Claim will not relieve Indemnifying Party of liability except to the extent caused by such failure. Indemnifying Party will defend a Claim with counsel reasonably satisfactory to Indemnified Party and Indemnified Party will cooperate fully in such defense.
18. **Customer's Insurance.** Customer will maintain sufficient insurance to cover its indemnification obligations. Customer will provide HEALTH COALITION with a detailed description of its insurance coverage upon request by HEALTH COALITION. HEALTH COALITION will approve or reject Customer's insurance coverage within thirty (30) days.

If rejected, Customer will have thirty (30) days to increase coverage to a level deemed adequate by HEALTH COALITION, or HEALTH COALITION shall have the right to terminate the Contract with Customer upon written notice to Customer. HEALTH COALITION may reasonably increase required limits from time to time.

19. **Confidentiality.** Each party and its employees or representatives (“Receiving Party”) will protect all proprietary and confidential information (“Confidential Information”) disclosed by the other (“Disclosing Party”) and not use or disclose it except in connection with the Contract or as otherwise agreed. Confidential Information does not include information (i) available on a non-confidential basis, (ii) known or able to be formulated by Receiving Party, or (iii) required to be disclosed by law. Pricing and payment terms are confidential and may not be shared with any third party.
20. **Compliance with Law.** Each party shall comply with all applicable laws, including without limitation, government export control, and privacy and data protection laws.
21. **Recalls.** In the event of a product recall, each party shall collaborate in determining the necessity and nature of the action to be taken. Each party shall be responsible for the direct expenses related to the recall in the event that a recall results solely from an act, omission, negligence or willful misconduct of that party and shall reimburse the other party for any such expenses. If a recall arises that is not solely the result of an act, omission, negligence, willful misconduct of one party, the costs shall be shared between the parties. Each of the parties shall use its respective commercially reasonable efforts to minimize the recall expenses which it incurs and shall provide to the other, upon request, reasonable evidence of the out-of-pocket expenses being claimed by it. The parties shall cooperate fully with one another in connection with any recall, shall both be responsible for coordinating all of the necessary activities in connection with such recall, and shall cooperate with each other in recalling the affected product.
22. **Governing Law, Venue and Jury Trial Waiver.** The Contract, and any dealings between HEALTH COALITION and the Customer, shall be governed and construed by the laws of the State of Florida, without giving effect to conflicts of law principles. Any and all matters, disputes, differences or claims of any kind or nature, including without limitation those arising under the Contract, shall be filed exclusively in the State or Federal Courts in and for Miami-Dade County, Florida. Customer agrees and consents to this jurisdiction and venue. Further, any claim or cause of action (whether in tort, contract, or otherwise) asserted by Customer against HEALTH COALITION arising in any way out of or relating to the product or the Contract shall be barred forever unless commenced within one (1) year of the date of the product delivery and/or the acts or omissions giving rise to such claim or cause of action. The one-year period provided herein shall not be waived, tolled, or extended. FURTHER, EACH OF THE PARTIES WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE BETWEEN THEM, WHETHER THE DISPUTE ARISES IN CONTRACT, TORT, OR OTHERWISE. INSTEAD, ALL DISPUTES WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract or any party’s performance hereunder.

23. **Change in Terms.** HEALTH COALITION may modify these Terms from time to time by posting updated Terms on its website or by providing notice through reasonable means. Any such modifications will be effective upon posting the revised Terms or otherwise providing notice to Customer. By continuing to accept product after any modification, Customer agrees to be bound by the revised Terms. Any amount due to HEALTH COALITION at the time of changes of Terms shall remain outstanding and must be paid in accordance with the Terms in effect at the time the products were sold to Customer.