Payment Terms: Net 30 days from the time product ships from Command Medical with approved credit application unless otherwise negotiated and documented in a contract.

Returns: Product returns must be authorized by Command via an RMA #. Customer has 90 days from date of invoice to submit a request for RMA to Command Medical Products. Requests for returned goods after 90 days are subject to Command management approval.

Shipping: All Product is shipped FCA Ormond Beach unless otherwise negotiated and documented in a quote or contract. For products that are sterilized by Command, the Customer is responsible for freight from Command Medical Products to the sterilizer. The per pallet freight cost is $180. Command will include this charge on your invoice. All product is shipped freight collect by a customer designated common carrier from our sterilizer to the customer.

Artwork: All product is private labeled for our customers. The customer will be invoiced for all artwork stats, plate requirements, insert/silk screen frame and screen templates. All artwork files should be provided to Command in an Adobe Illustrator editable file format. Silk screen artwork must be provided to scale.

Inventory: In the event the Customer changes artwork/product revision(s), cancels a Purchase Order(s), or discontinues a product line, the Customer is financially responsible for any remaining FG or raw material inventory manufactured or purchased to support the Customer purchase order(s). The same policy holds true for any custom components that cannot be returned to our vendor, or be used on another product. Raw material carrying costs may be assessed by Command to Customer if materials are not consumed per original contracted Purchase Order demands. All costs for raw materials will be documented formally to the Customer and are payable upon receipt of invoice.

Specifications/Raw Material & Component Requirements: The customer is responsible for meeting FDA purchasing controls for all raw materials and components outlined on customer's product specifications. This includes providing verification of process validations for specified materials as requested by Command to support validations/DMR development for in house documentation. If customer designated raw material suppliers have conflicting payment terms to customer payment terms, these may be renegotiated to ensure alignment.

Regulatory Responsibilities: The customer is responsible for providing all product specifications, labeling and packaging requirements for their product(s) and must forward all applicable updated/revised specifications to Command for the product(s) manufactured by Command. The customer is responsible for registering their facility and devices as required with the FDA and must operate in compliance with the Unites States Food and Drug Administration (FDA) including the Quality System Regulation for Devices (QSR). The customer is required to notify Command in writing of any Medical Device Reporting that involves product that was manufactured by Command.

Product Design: The customer is responsible for their product's design. Any testing requirements for product design verification, pre and post sterile integrity testing, age testing, etc. are the responsibility of the customer. Assistance with the execution/management of testing protocols may be quoted by Command upon request.

Process Changes: Command will notify customer and obtain approval prior to any applicable manufacturing process change. This process change request will be presented in writing and require customer signature to confirm acceptance of the proposed change prior to implementation.

Consigned Parts: All customer consigned parts must be received by Command at a minimum of 45 days prior to the scheduled ship date of the order the parts are used for. Failure of the parts to be received in this timeframe may result in a rescheduled ship date for the purchase orders affected. Any special incoming inspection requirements or handling procedures for consigned parts must be communicated to Command in writing.

Tooling, Equipment, Molds, Dies & Fixtures: All tooling charges are to be paid 50% upon order placement and 50% upon completion and/or receipt of the tooling. Normal day to day maintenance of customer owned tooling is provided at no charge to Customer. The cost for major repair and replacement of customer owned tooling and fixtures are the responsibility of the Customer unless otherwise documented in a contract agreement.

Injection Mold Tooling Mold repair and maintenance charges are the responsibility of the customer, not Command Medical.

Documentation/Validation: For new product codes, charges for specification & documentation development will be quoted as well as any charges for applicable validation requirements. These will vary based on scope and may be estimated at the time of initial quote. Formal quotation of the charges will be provided once all parties have agreed upon detailed requirements inclusive of quantity of product built and inspection criteria.

Sterilization Managed by Command Medical: Annual: EtO sterilization validation charge will be a minimum of $3,500. Gamma sterilization will be quoted separately dependent on method.

- Any products that have not been sterilized by Command Medical Products in the past may require a bioburden test prior to adopting into our validated cycle. If such a test is required, we will bill the customer $500. EtO residual tests may be performed upon request at a cost of $380/test. All product samples used in testing shall be invoiced to the customer and noted on the packing list (i.e. LAL test samples) unless otherwise negotiated and documented in a contract. LAL tests performed at customer request will be billed to the customer at the rate of $110/lot. Note: Customer is responsible for freight costs of samples in addition to quoted costs for testing and product samples.

Federal regulations and Command Medical policies forbid you from shipping any quarantined devices. You must receive sterilization releases, and any other necessary documentation, before you may ship any devices from your facility. Please note that you may receive product in quarantine at your facility before you will receive the sterilization release.

Lead-Times: Lead-times vary depending on component deliveries and staffing requirements. The best way to reduce lead-times is through blanket PO placement. Customized inventory management systems are available as negotiated through a contract.

Pricing Review: Upon completion of the first production run, Command reserves the right to evaluate the production process against the quoted standard. In the event that there are variances found in the review, Command reserves the right to pass along any corresponding price increases/reductions. This will be documented in a revised quote letter provided to the customer.

Retains: Command is not responsible for maintaining production lot retains.