



General Sales and Returned Goods Policy

SALES

GENERAL

All orders should be sent to the Order Department, Samson Medical Technologies, L.L.C., P.O. Box 2730, Cherry Hill, NJ 08034. You may also telephone your order to the Order Department at (877) 418-3600, transmit it by facsimile to (856) 751-5044 or transmit it through our website, www.samsonmt.com. Correspondence related to specific orders should be directed to the Customer Service Department, Samson Medical Technologies, L.L.C., P.O. Box 2730, Cherry Hill, NJ 08034.

PRICING

All orders, whether based on submitted quotations or not, are subject to acceptance and credit approval by Samson Medical Technologies, L.L.C., in accordance with the acceptance policy of Samson Medical Technologies, L.L.C.

TERMS

Terms are net 30 days from the date of invoice. A 1.5% monthly (18% per annum) interest charge will be assessed on all unpaid invoices thirty (30) days past the invoice date.

INVOICES AND STATEMENTS

Unless specifically requested otherwise by the customer, all invoices and statements are sent electronically.

MINIMUM ORDER

Orders of \$400.00 or more are shipped pre-paid. A \$20.00 handling charge will be applied for all orders under \$400.00.

SHIPPING DAMAGE

If damage is visible at the time of delivery, a notation of damages should be written on the carrier's delivery or freight bill. Samson Medical Technologies, L.L.C. must be notified within ten (10) business days to enable the processing of reshipment order and file a freight claim on damaged goods.

DELAY IN TRANSIT

If an expected shipment has not been delivered within ten (10) working days of receipt of order at Samson Medical Technologies, L.L.C., please contact the Customer Service Department for proof of delivery.

SHIPPING

Samson Medical Technologies, L.L.C. reserves the right to ship by carrier of its choice. To obtain special shipping arrangements, please contact the Customer Service Department. Additional freight costs will be added to specially handled orders, including rush shipments.

FORCE MAJEURE

Samson Medical Technologies, L.L.C. will not be liable for failure to perform on any contract or to supply products due to strike, acts of God, acts of Government, interruptions in transportation, inability to obtain supplies of raw materials, product recalls or any other causes beyond its control.

FEDERAL, STATE AND/OR LOCAL TAXES

Prices are subject to all taxes, excise or other charges levied by any federal, state or local agency upon sales, consumption or use of any products sold by Samson Medical Technologies, L.L.C.

BUSINESS HOURS

Samson Medical Technologies, L.L.C.'s Customer Service Department is open between the hours of 8:30 AM and 5:30 PM, Eastern Time. Before 8:00 AM and after 5:30 PM, calls will be answered electronically to allow for messages and the placement of orders 24 hours daily. Verification of messages and orders will be made during business hours on the following day.

EMERGENCY

In the event of an emergency arising before or after business hours, please call (877) 418-3600. Emergency calls will be handled as quickly as possible.

RETURNED GOODS

Unless otherwise required by regulation or law

GENERAL

Samson Medical Technologies, L.L.C. is committed to providing our customers with the highest level of service. If you need to return products, please contact Customer Service at (877) 418-3600. All requests for credit and/or return authorization must be obtained through the Customer Service Department. Product must be returned in full, unopened packages. Credit allowance for authorized returns submitted may be issued under the following circumstances:



ACCEPTABLE RETURNS

Product may be eligible for credit under the following conditions:

- 1. SHIPPING ERRORS - Immediately contact the Customer Service Department to report shipping errors, e.g., under- or over-shipments, incorrect products, etc. Customer Service will issue a Returned Goods Authorization and provide a Storage Condition Letter to be completed by the purchaser.
2. VISIBLE DAMAGE - If damage is visible at the time of delivery, a notation of damages should be written on the carrier's delivery or freight bill. Samson Medical Technologies, L.L.C. must be notified within ten (10) business days to enable the processing of reshipment order and file a freight claim on damaged goods. Do not refuse the shipment, as this will void Samson Medical Technologies' right to claim reimbursement for damages. Refused shipments due to damage will not be credited.
3. CONCEALED DAMAGE - Immediately contact the Customer Service Department to report any concealed damage. Samson Medical Technologies reserves the right either to issue a credit memo or provide a replacement order.
4. EXPIRED PRODUCT - A return allowance may be granted on products returned within six (6) months after expiration date. Such allowance will be based upon the reason for return, the condition of the returned product, the price at the time of the purchase or the current market price, whichever is lower, and the applicable processing charge of 25%.
5. CUSTOMER ORDERING ERRORS AND OTHER REQUESTS FOR RETURN- Immediately contact the Customer Service Department to report any customer ordering errors or other reasons for return. Customer Service will determine if the product is eligible for return. All returns are subject to a 25% restocking fee.

NON-ACCEPTABLE RETURNS

Samson Medical Technologies will not accept returns for Product that is (was)

- 1. Broken, marked or damaged due to negligence or improper storage and/or handling
2. Involved in a fire, flood or other hazard(s)
3. Not purchased directly from Samson Medical Technologies
4. Unexpired and repackaged, over-labeled or reconstituted
5. Purchased on a non-returnable basis
6. Shipped for evaluation, free-of-charge to the customer
7. Purchased to fulfill a competitor's contract requirements during a backorder

RETURN CONTACT INFORMATION

Samson Medical Technologies, L.L.C.
Customer Service Department
P.O. Box 2730
Cherry Hill, NJ 08034
Telephone: 1-(877) 418-3600 or 1-(856) 751-5051
Fax: 1-(856) 751-5044
Email: customerservice@samsonmt.com

RETURN ADDRESS

Samson Medical Technologies, L.L.C.
1815 Garden Ave
Cherry Hill, NJ 08003

GOODS RETURNED WITHOUT AUTHORIZATION WILL NOT BE CREDITED

MISCELLANEOUS

- 1. Samson Medical Technologies reserves the right to verify all returns to make certain that they conform to this Returned Goods Policy.
2. Samson Medical Technologies reserves the right to destroy promptly any returned merchandise whether or not it is eligible for credit or exchange.
3. Except for material returned due to Shipping Errors, transportation charges, including insurance, are the responsibility of the customer.
4. In the event of a product recall or withdrawal, Samson Medical Technologies will compensate customers only for direct expenses in performing all recall services requested by Samson Medical Technologies.
5. All returns must be made according to this Returned Goods Policy, and Samson Medical Technologies reserves the right to change or update this Policy upon written notice to customers.

ACKNOWLEDGEMENT AND ACCEPTANCE

Table with 2 columns: Field Name and Value. Rows include Facility Name (Samson Medical Technologies, L.L.C.), Printed Name (Scott Samson), Title (Vice President), Signature, and Date.