

# Poriferous, LLC

## STANDARD TERMS AND CONDITIONS OF SALE

### Ordering Information

- All implant products are shipped for 2<sup>nd</sup> day business day delivery at no additional cost.
- Delivery times vary according to freight delivery schedules
- Delivery by any other service or carrier specified by the customer will be at the customer's expense.
- Current price list pricing shall apply on invoiced product sales.

### Return Goods Policy

- I. Defective merchandise or merchandise shipped in error by Poriferous, LLC. may be returned with proper authorization within 30 days from date of invoice for either full credit or replacement product at no charge.
- II. Discretionary Returns
  - a. Prior to authorization and Return Goods Authorization (RGA) must be obtained from Poriferous, LLC. Contact Customer Service at 1-877-631-1954 to request RGA forms.
  - b. Freight charges for merchandise returned are the responsibility of the customer. Poriferous, LLC. allows the purchase of "back-up" implant products for surgery. Back-up implant products will be invoiced per the current list price. Requests for return and credit for back-up Su-Por<sup>®</sup> implant products must be made within 60 days from date of invoice.
  - d. Returned product must be adequately packaged to prevent damage during the return shipment.
  - e. Restocking charges may apply to returns depending on quality and date of return.
  - f. No returns allowed after 60 days from the date of original invoice.
  - g. All return shipping charges are at the customer's expense.
- III. Credit and/or refund may NOT be issued for the following returns:
  - a. Merchandise returned more than 30 days from the issuance of the RGA #.
  - b. Merchandise returned by other than original purchaser.
  - c. Merchandise sold on a non-returnable basis, i.e. customized implants, Shelf pack quantities, etc.
  - d. Merchandise that has been opened, water damaged, crushed, or otherwise damaged.
  - e. Merchandise not returned in sellable condition.
- IV. Any merchandise returned other than in accordance with the above policies shall become the property of Poriferous, LLC. and will be disposed of in an appropriate manner. The decision of Poriferous, LLC. with respect to the condition of returned merchandise shall be final.

The above policies are for general information purposes and may be changed at the discretion of Poriferous, LLC. management without prior notification to the customer.

### PRODUCT STERILITY

Sterility is valid on all products labeled STERILE unless the package is open, damaged or wet. In the event an item's sterility is violated, it must be disposed of appropriately. All STERILE items are considered one time use products and may not be re-sterilized.

### EXPIRATION DATES

Su-Por<sup>®</sup> Surgical Implants are good for no less than 5 years unless the package is open, wet or otherwise damaged.

All products manufactured by Poriferous, LLC. are latex free.