

Icarus Medical - Reseller Terms and Conditions

By carrying the Ascender Knee Brace, the Reseller agrees to the following terms and conditions:

Order and Delivery. To place an order, the Reseller will provide payment or a PO with payment method along with a completed order form and additional information required to complete the order (e.g. patient scan). Icarus will provide order confirmation and the product will be shipped within 12 business days for a custom brace or 1 business day for an off-the-shelf (OTS) brace. Icarus will inform the Reseller in advance of anticipated delays in fulfillment.

The products shall be delivered by Icarus Medical LLC to the Distributor FOB. Costs of shipping and handling will be invoiced to the Reseller along with the product unless otherwise agreed to. The default shipping method is UPS ground unless otherwise stated by the Reseller (as may be selected on the reseller setup form).

Customer Warranty. Any warranty for the Products shall run directly from Icarus to the customer, and pursuant to the warranty the customer shall return any allegedly defective products to Icarus. The warranty applies to product defect or damage during intended use.

The Ascender Warranty is as follows:

Boa dial, elastic bands, and tensioning element: Lifetime
Brace frame and hinge: 3 years
Straps and pads: 6 months

Production and Ordering Errors. Costs of reproduction of products due to error will be reasonably borne by the responsible party. If a manufacturing defect or error in production causes a product return for reproduction, the cost of reproduction including shipping will be borne by Icarus. If the manufacturing defect or error in production is caused by inaccuracy of order placement, including inaccurate scan data, the cost of reproduction including shipping will be borne by the Reseller. The cost charged to the Reseller for rework will reasonably reflect Icarus' cost of rework and will not exceed \$250 per brace.

Resale: The Reseller shall only sell directly to its customers and will not appoint third parties sub-distributors, dealers, or other representatives to sell Icarus Medical LLC products in part or whole. The Reseller will not sell product through the Veterans Affairs Health System or any affiliate without written approval of Icarus Medical LLC.

The Reseller will not advertise an MSRP below \$1395 for the Custom Ascender or \$995 for the off-the-shelf (OTS) Ascender. The Reseller will not offer or charge an out of pocket price to its customers below \$1395 for the Custom Ascender or \$995 for the off-the-shelf (OTS) Ascender.