



MMDG Salt Lake City
4314 Zevex Park Lane
Salt Lake City, UT 84123
USA

Order Number	Rev	Order Date	Print Date
SO185811	0	8/29/2024	8/29/2024
Sold To	Ship To	Purchase Order	
C170469	41764	3326914	

Sales Order

Sold To		Ship To	
CONCORDANCE HEALTHCARE SOLUTIONS PO BOX 399 TIFFIN, OH 44883 USA		CONCORDANCE HEALTHCARE SOLUTIONS 3901 WEST 34TH STREET NORTH SIOUX FALLS, SD 57107 USA	
Attention		Attention	
Curlin Salesperson	BEN ELDRIDGE (IV SALES REP)	Credit Terms	NET 30
Infinity Salesperson	ERIK GEISER (W STRTGC MGR)	Freight Terms	Prepaid and Added
Ship Via	UPS GROUND	Shipping Point	FOB Point
Remarks	Customer Pays ALL freight		Currency USD

8/29/2024 1:40PM EMAIL CW
POConf@concordancehs.com

Ln	Item Number	ESTIMATED_SHI	Qty Ord	UM	Qty Shipped	Qty Open	Price	Extended Price
1	INFKIT2	10/11/2024	1.00	EA	0.00	1.00	417.50	417.50
	INFKIT2 ENTERALITE INFINITY PUMP							

Order Trailer			
Non-Taxable	0.00	Currency	USD
Taxable	424.50	Discount	0.00%
Tax Date	9/1/2024	Service 10	0.00
Container Charges	0.00	Freight 20	7.00
Line Charges	0.00	Special 30	0.00
		Total Tax	0.00
		Total	424.50

Returned Goods Policy: Products in unopened cartons and in sellable condition may be accepted for return. Accepted items will receive 85% credit based on customer's invoiced price. Customer is responsible for providing original PO, MMDG Confirmation Number, or MMDG Invoice Number in order to provide RMA for return. Discontinued or expired products, and products ordered more than 90 days prior are not eligible for return. Before returning any product, contact Moog Medical Customer Service to receive a Returned Merchandise Authorization (RMA) number. Returns WILL NOT be accepted without an RMA number. Ship returns to 4314 Zevex Park Lane, Salt Lake City, Utah 84123. RMA numbers must be clearly marked on both inside and outside of all packaging.

TERMS AND CONDITIONS OF SALE

Except where otherwise specified, this sale is subject to the following terms and conditions:

1. Acceptance

Customer's acceptance of goods or services from Zevex, Inc. d/b/a Moog Medical Devices Group ("Moog") shall constitute full acceptance of Moog's quote and these terms and conditions. These terms and conditions take precedence over Customer's terms and conditions to which notice of objection is hereby given. Moog's commencement of performance, acceptance of payment and/or delivery of goods or services shall not be deemed as acceptance of Customer's terms and conditions. Quotes are valid for 30 days.

2. Terms of Payment

All payments are stated and shall be made in US Dollars. Payment shall be by Electronic Funds Transfer or alternative method as agreed to by Moog and Customer. If milestone payments apply, Moog may invoice on the original milestone completion date if the milestone is not met due to Customer's fault, untimely response, or unreasonable delay. Unless Seller provides otherwise on the invoice, payments are due and payable in full within thirty (30) days of issuance by Seller. Past due amounts are subject to an additional fee of 1% per month on any outstanding balance.

Moog reserves the right to impose a Minimum Order Quantity (MOQ) or Minimum Order Value (MOV) at its discretion. Where applicable, any minimum requirements will be communicated at time of offer or order intake, whichever happens first.

All prices are exclusive of any applicable federal, state, or local sales, use excise, or other similar taxes. All such taxes shall be for Customer's account and paid by Customer. Any taxes (including, but not limited to income, stamp, and turnover taxes), duties, fees, charges, or assessments of any nature, levied by any governmental authority other than of the U.S.A. in connection with this transaction, whether levied against Customer, against Seller or its employees, or against any of Seller's subcontractors or their employees or otherwise, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. If Seller is required by law or otherwise to pay any such levy and/or fines, penalties, or assessments in the first instance, or as a result of Customer's failure to comply with any applicable laws or regulations governing the payment of such levies by Customer, the amount of any payments so made by Seller shall be reimbursed by Customer to Seller upon submission of Seller's invoices.

3. Packing and Shipment

Packing and shipment shall be in accordance with good commercial practice.

4. Delivery and Title

(a) Goods are being purchased FCA Incoterms 2020, Moog's manufacturing facility. Risk of loss shall transfer to Customer when goods are ready to be loaded on Moog's shipping dock and title passes upon payment in full. Liquidated/delay damages shall not apply.

(b) Moog shall not be responsible for the failure to perform any obligation arising hereunder due to events beyond its control. These events shall include, but are not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of public enemy, sabotage, strikes, labor disputes, labor shortages, work stoppages, transportation embargoes or delays, failure or shortage of materials or machinery used by Moog in the manufacture of the goods supplied hereunder, acts of God, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, and acts or regulations or priorities of the Federal, State or local government or branches or agents thereof, government contracts or shipments to purchasers to fulfill contracts.

(c) Claims for shortages, incorrect materials or invoicing errors must be made by Customer within twenty (20) days after receipt of shipment. Goods not promptly and properly rejected shall be deemed accepted and subject to the warranty provision herein.

5. Intellectual Property

a) Other than a non-exclusive, royalty-free right to use, operate and sell the goods purchased by Customer hereunder, no intellectual property is being sold, granted, licensed, or assigned; there are no works made-for-hire and any government rights shall be limited rights. Unless otherwise stated herein, goods are commercial and have been developed exclusively at private expense.

b) Except to the extent that: (i) designs or other intellectual property have been provided by Customer; or (ii) goods are altered or combined by Customer in a manner causing the infringement, Moog agrees to indemnify and defend Customer against any suit, foreign or domestic, that any third party may institute against the Customer for

alleged infringement of a patent or patents relating to specific devices or apparatus of Moog's own design and furnished to the Customer under this contract. Moog's obligations under this paragraph shall arise only if the Customer (a) shall have made all payments then due under this contract; (b) shall give Moog immediate notice in writing of the alleged infringement and of the institution of any suit; (c) shall tender defense to defense of such suit to Moog; and (d) shall furnish to Moog all information, assistance, and authority that is necessary to defend such suit. If an injunction is issued against the further use of the goods, Moog will, at its option and expense: (i) procure for Customer the right to continue using such goods; (ii) modify or replace the same with non-infringing goods; or (iii) refund the purchase price allocated to the infringing goods.

6. Indemnity

If any goods are made in compliance with Buyer's plans, designs, specifications or instructions, Buyer shall indemnify and hold harmless, and defend Moog from and against any damage, loss, expense, liability, claims, suits, judgments, decrees, and costs caused by or relating to the plans, designs, specifications, or instructions for such goods, including any patent infringement or alleged infringement.

7. Warranty

Solely for the benefit of the original customer, Moog warrants all new Goods of its manufacture to be free from defects in material and workmanship, and will, at Moog's option, replace or repair, FCA (Incoterms 2020) at its factory in Salt Lake City, Utah, or other location designated by Moog, any Goods returned to it within: (1) twelve (12) months (for surgical handpiece related Goods) of original purchase by the customer; or (2) twenty-four (24) months (for pump-related Goods) of original purchase by the customer. Such repair or replacement shall be free of charge. Design, essential performance, or other provisions expressly stated to be goals or objectives shall not be deemed to be requirements subject to this Warranty.

Moog warrants to the original customer, that the Moog-repaired portion of the Goods, or replaced Goods will be free from defects in material and workmanship, and Moog will replace or repair defective Products FCA (Incoterms 2020), at its factory in Salt Lake City, Utah, or other location designated by Moog. Such Moog-performed repair or replacement shall carry a warranty of ninety (90) days from the date of repair or replacement or the balance of the new Goods warranty as described above, whichever is greater.

This Warranty may not be modified, amended, or otherwise changed, except by a written document properly executed by a duly authorized representative of Moog.

In addition, this Warranty does not apply to Goods that have been altered or repaired by personnel other than those employed by Moog; nor does it apply to Goods that have been subjected to misuse, abuse, neglect, improper operation of warranted Goods contrary to applicable operation manuals, accident, improper maintenance or storage, Acts of God, vandalism, sabotage, or fire. Moog shall not be responsible for any work done or repairs made by others at any time. Disassembly by anyone other than persons authorized by Moog will void the terms of this Warranty.

THE FOREGOING WARRANTIES AND REMEDIES ARE SOLE AND EXCLUSIVE AND ARE IN LIEU OF ANY REMEDIES OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL MOOG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

FOR MOOG PUMP-RELATED GOODS: MOOG PUMPS ARE DESIGNED TO BE USED ONLY WITH MOOG BRANDED ADMINISTRATION SETS. USE OF ADMINISTRATION SETS THAT HAVE NOT BEEN DESIGNED AND MANUFACTURED BY MOOG ARE CONSIDERED COUNTERFEIT GOODS AND WILL VOID ANY AND ALL WARRANTIES ON MOOG PUMP EQUIPMENT AND ADMINISTRATION SETS. THE USE OF COUNTERFEIT GOODS POSES ACCURACY AND SAFETY RISKS TO PATIENTS. CUSTOMER AGREES THAT THEY WILL NOT PURCHASE OR USE COUNTERFEIT GOODS WITH MOOG DEVICES. This Warranty is void if the GOODS are opened or tampered with in any way without prior authorization from Moog. This Warranty does not cover normal wear and tear and maintenance items, and specifically excludes batteries, administration sets, extension sets, or any other accessory items used with the Products.

TERMS AND CONDITIONS OF SALE

Except where otherwise specified, this sale is subject to the following terms and conditions:



8. Information, Data and Design

(a) Any proposals, prints, brochures, drawings, designs, data, or other position. When given, all such proposals, performance and production projections, prints, brochures, drawings, designs, data, and other information are based on Moog's knowledge and understanding, but are, in all events, estimates only and are not guaranteed or warranted in any respect. The providing of any design information by Moog shall not constitute an assumption of design responsibility unless otherwise expressly assumed by Moog.

information furnished to the Customer by Moog before, after, or contemporaneously with the execution of this contract are intended for confidential use by the Customer, shall remain the property of Moog, and shall not be used to the detriment of Moog's competitive position.

(b) Payment of non-recurring charges does not convey unlimited data rights or ownership changes.

9. Cancellation of Contract

Under no condition may the Buyer cancel its obligations under this contract. Any attempt to do so will entitle Moog, in its sole discretion, to either (a) recover all direct, indirect, and consequential damages arising by reason of such attempted cancellation, or (b) retain as liquidated damages any customer deposit made under this contract.

10. Applicable Law

In the event of a dispute regarding any of the terms or conditions contained herein, the parties agree that the governing law and forum of the State of New York State shall apply. The parties agree to exclusive venue in Erie County, New York. The United Nations Convention on the International Sale of Goods is hereby disclaimed in its entirety. The official language of this contract shall be English.

11. Assignments

The Customer's rights may not be assigned or otherwise transferred to any other person, whether by operation of law or otherwise, without Moog's prior written approval. That notwithstanding, Seller is hereby authorized to unilaterally assign this Agreement to any parent or affiliated entity.

12. Waivers

Waiver by Moog of any breach of any of these provisions, or its failure to exercise any right, shall not be construed as a waiver of any other breach, or a waiver to exercise any other right.

13. Indemnification

Customer agrees that any contract between Customer and Customer's customer shall include:

an indemnification for Moog from any liability for improper use, accidents, improper operation or maintenance of Customer's system or Moog product sold hereunder, including damage therefrom or for negligence on the part of Customer's customer, employees, or agents.

a) an indemnification for Moog and hold Moog harmless from any incidental or consequential damage claimed by any third party occasioned by failure of any items supplied by Moog or by failure of any item in which a component manufactured by Moog is incorporated.

b) Customer shall indemnify Moog from any and all loss, cost or damage resulting from Customer's negligent or improper installation of Moog products and/or Customer's system containing Moog product. Customer assumes all liability for properly imposing/effectively communicating to Customer's customer any and all warnings, labels, maintenance and/or instructions as defined in Moog's product literature and documentation and any and all higher-level system/installation safety, operational and maintenance requirements.

14. Default

If the Customer fails to pay any invoice when due, or fails to accept shipments as scheduled, Moog may, at its option and without prejudice to other remedies, either defer further shipments until the default is corrected or cancel Moog's remaining obligations under the contract.

15. Customer's Authorization

Customer represents and warrants that the person who executed the offer which this instrument accepts, or who will execute the Customer's acceptance of the offer contained in this instrument, has duly executed the relevant documents on behalf of the Customer, and is duly authorized to so act.

16. Compliance with U.S. Export Regulations

The Customer is hereby placed on notice that the technical data or hardware furnished with this quotation or order acknowledgment may relate to articles controlled by the U.S. Government for export and may, therefore, be subject to export licensing requirements and limitations on disclosure or shipment to foreign nationals under U.S. Law. Federal, criminal, and civil penalties may result from any violation of these export provisions. **CUSTOMER INDEMNIFIES MOOG FROM ANY BREACH OF SUCH REQUIREMENTS AND LAWS FOLLOWING CUSTOMER'S RECEIPT OF EXPORT CONTROLLED DATA OR HARDWARE.** In the

event at any time that any applicable export control regulations prohibit or make impracticable Moog's performance hereunder, Moog will be released from performance of this contract. Moog will not be liable to Customer for any losses, damages or claims arising from such cancellation of this contract.

17. Return of Product

- a) Requires Moog approval prior to any return.
- b) A restocking charge may apply.
- c) Used, damaged or non-standard Goods are not eligible for return.

18. Changes

a) Moog may at any time, by written notice, make changes within the general scope of this Contract in any one or more of the following:

(i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery (iv) reasonable adjustments in quantities or delivery schedules or both.

b) Change orders decreasing quantities will cause the quantity discount to be revised to the appropriate value which reflects the quantity ordered. Items already shipped will be subject to additional invoicing if the total order quantity falls into a different discount bracket.

19. Limitation of Liability

a) Customer's sole remedies for Seller's breach of any and all warranties, representations, covenants, or undertakings hereunder, and its sole remedies with respect to Seller's liability of any kind relating to products provided hereunder, and any other performance by Seller under or pursuant to this Agreement, shall be limited to the remedies herein. In no event shall Seller's liability to Customer for damages of any nature exceed 10% of the price of the Products if the liability arises pursuant to this Agreement or the performance thereof or in any way related thereto.

b) This limitation of liability shall apply irrespective of the nature or the cause of action or inaction including, but not limited to, breach of contract, negligence or other tort, breach of a statutory duty or liability of Seller or Seller's agents and subcontractors. However, this limitation of liability shall not apply to circumstances which, by law, cannot be excluded.

c) UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES DUE TO ANY BREACH OF THIS AGREEMENT OR FOR ANY FAILURE OF THE PRODUCTS OR ANY COMPONENT THEREOF OR SERVICE OR WARRANTY RELATED THERETO, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, REVENUES, USE, OR DATA EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

d) Customer agrees that Seller will not have any responsibility for any hardware, software, or other items, or any services provided by any person other than those authorized in writing by Seller or its authorized representatives. No action arising out of the sale of the products or the performance of service under this Agreement may be brought by either Party more than one (1) year after the cause of action arises, but in no event later than eighteen (18) months after the initial Limited Warranty commences, except that an action for non-payment may be brought by Seller within two (2) years of the date of last payment made by Customer hereunder.