

React Health Standard Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms") are intended to govern the relationship between 3B Medical, Inc. d/b/a React Health and Ventec Life System, Inc. d/b/a React Health (collectively, "React Health") and any person or entity that resells React Health products ("Customer"):

1. Acceptance of Seller's Terms and Conditions

Customer's purchase of React Health products ("Product(s)") shall be governed solely by these Terms and any specific terms of sale agreed to in writing by React Health. By placing an order for the purchase of Products with React Health, Customer agrees to abide by these Terms. Any terms or conditions in a purchase order or other document submitted by Customer which differ from these Terms are not binding on React Health unless accepted in writing by a duly authorized representative of React Health. Customer is hereby notified in advance of React Health's objection to any proposed additional or different terms or conditions. In the event of a conflicting supremacy clause in any purchase order or other document submitted by Customer, this Section 1 shall govern.

2. Definitions

Affiliates means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with React Health. For purposes of this definition, the term "control" means the power (or, as applicable, the possession or exercise of the power) to direct, or cause the direction of, the management, governance, or policies of React Health, directly or indirectly, through any applicable means (whether through the legal, beneficial, or equitable ownership, of more than fifty percent (50%) of the aggregate of all voting or equity interests or securities of React Health, through partnership, or through some other form of ownership interest, by contract, or other applicable legal document, or otherwise).

React Health means 3B Medical, Inc., d/b/a React Health and Ventec Life Systems, Inc., d/b/a React Health (collectively "React Health") and their Affiliates.

Customer means any person or entity that purchases and/or resells React Health Products, including authorized dealers and direct-to-consumer sellers.

Product(s) means any equipment, accessories, consumables, or other items manufactured, distributed, or sold by React Health to a Customer.

Order means a request by Customer to purchase Product(s) from React Health, submitted in writing or through React Health's authorized ordering process.

Business Days means any day other than a Saturday, Sunday, or a U.S. federal holiday.

RMA means Returned Merchandise Authorization, the process and reference number required for any authorized return of Products to React Health.

MAP means Minimum Advertised Price as set or communicated by React Health from time to time.

MSRP means Manufacturer's Suggested Retail Price.

Authorized Channels means sales through the Customer's own website, retail location, or other channels approved in writing by React Health.

3. Price

The purchase price for each Product shall be the price for such Product in effect at the time of React Health's receipt of Customer's purchase order for such Product. React Health may change prices on any Product at any time without prior notice, except for changes to purchase orders from Customers that have been accepted by React Health before the change.

4. **Shipping**

All Products are shipped from React Health's warehouses (FOB Origin). Freight charges will be prepaid by React Health and added to Customer's invoice. Title and risk of loss for Products pass from React Health to Customer at the time of shipment from React Health's warehouse. REACT HEALTH SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, FOR FAILURE TO FILL ORDERS, DELAYS IN DELIVERY, OR ANY ERROR IN FULFILLING ORDERS.

5. **Inspection and Acceptance.**

Customer must inspect all Products within five (5) calendar days of receipt. If any damage or discrepancy is identified, Customer must promptly file a claim with the carrier and provide notification to React Health. Failure to notify React Health of any issues within this period shall constitute acceptance of the Products in satisfactory condition..

6. **Changes/Cancellation of Customer's Order**

React Health will use commercially reasonable efforts to ship all orders as soon as reasonably practical. Changes to orders or cancellations must be communicated in writing to React Health before React Health ships the ordered product. If not received before shipment, React Health reserves the right to demand payment for the original order.

7. **Payment Terms**

- a. The terms of payments are net thirty (30) days from the date of invoice. Should the Customer's account go into default at any time, React Health reserves the right to place Customer on cash terms, place a hold on future orders until the account is brought current, and/or not honor Product warranty. React Health reserves the right to extend Customer credit limits based on its sole evaluation of the credit worthiness of the Customer, and to modify and/or change such limits as deemed warranted in its sole discretion.
- b. If Customer desires to pay by credit card, it may authorize React Health to keep its card number and information on file and must execute and deliver to React Health an authorized signature form on a form furnished by React Health. A surcharge or convenience fee will be assessed on all credit card transactions. React Health will store and process all credit card information in accordance with applicable Payment Card Industry Data Security Standards (PCI DSS). ACH (Automated Clearing House) and EFT (Electronic Funds Transfer) are also acceptable payment options. A special form will be required to properly set up these payment methods.
- c. If invoices are not paid within 30 days, React Health will assess a late charge of 1.5% per month or the maximum amount allowed by law.
- d. Should Customer account be placed with a collection agency, Customer is responsible for all expenses relating to the collection of their debt including legal fees and any collection agency commission.
- e. All payments due to React Health shall be made in United States dollars.
- f. If Customer submits payment for an invoice and there remains a balance for that Customer from an earlier invoice, React Health reserves the right to apply that payment toward that earlier invoice.

- g. Customer account must be in good standing and not have overdue invoices when placing new orders. React Health reserves the right to suspend order fulfillment or reject new orders if Customer's account is past due.

8. Returns

- a. All Sales are final
- b. Sales Returns and Restocking Fees: Acceptance of returns for any reason other than shipping discrepancies (as defined below) is at the sole discretion of React Health. Any authorized return may be subject to a restocking fee, the amount of which will be determined by React Health at the time of return approval.
- c. Shipping Discrepancies: If React Health is not notified in writing of any discrepancy in an order (including, but not limited to, over-shipments, undershipments, short shipments, failed delivery, damaged goods, duplicate orders, or late shipments) within five (5) days of receipt, the order shall be deemed accepted as shipped and received in satisfactory condition.
- d. All returned items may be subject to quality, operation, and/or performance tests by React Health or by a third party authorized by React Health. Returns must be approved by React Health and shipped at the Customer's expense.
- e. Returned items will only be accepted in their original unopened and unmarked packaging and still in saleable condition.
- f. Discontinued Products and Products as to which React Health represents in writing to Customer that are in high demand will not be approved for return under any circumstances.
- g. A copy of the original invoice must accompany any return.
- h. Shipping and handling charges will not be refunded under any circumstances. Any need for special handling services must be communicated at the time an order is placed. Customer is responsible for the cost of all special services handling charges.
- i. Returned Merchandise Authorization (RMA) Policy: All returns require prior authorization which includes RMA # and must be returned in the original packaging with all cables, accessories, and documentation, including manuals. To request an RMA for product return, please either create an online support ticket at www.ReactHealth.com or contact React Health by phone at 863-226-6285. Once a support ticket has been created, Customer will be given an RMA number. Please keep the RMA number and reference it when calling to check on the status of your return. Incomplete or unauthorized returns will be refused and returned to Customer at Customer's expense.

9. Refusal of React Health Shipment

- a. Purchase orders received and accepted by React Health are contracts between Customer and React Health
 - i. Per Section 4 (Shipping), Title and Risk of Loss for Products passes from React Health to Customer on shipment from React Health's warehouse.
- b. Customer may not refuse delivery of any shipment from React Health. Any such refusal will be treated as an unauthorized return and subject to applicable charges as outlined below.

- c. Any attempt to refuse React Health's shipment will result in the following charges to Customer, and Customer agrees to accept and pay the following charges:
 - i. Actual Full Roundtrip Shipping Costs - Actual total shipping costs from React Health's warehouse to Customer and actual total return shipping costs to return Product back to React Health's warehouse, and a 50% restocking fee.

10. Warranty

- a. Warranted products are in accordance with, and limited in all respects to, specific warranties contained in the product insert for each such product.
- b. **Warranty Limitations:** There are no expressed or implied warranties except as listed herein. React Health shall not be liable for special, incidental, consequential or punitive damages, including, without limitation, direct or indirect damages for personal injury, loss of goodwill, profits or revenue, loss of use from this Product or any associated equipment, cost of substitute equipment, downtime cost, loss of data, programs or business information, or any other losses, or claims of any party dealing with buyers from such damages, resulting from the use of or inability to use this Product or arising from breach of warranty or contract, negligence, or any other legal theory. Moreover, React Health's warranty does not cover installation or service of Product; conditions resulting from consumer mishandling, such as improper maintenance or misuse, abuse, accident, or alteration; all plastic surfaces and all other exposed parts that are scratched or damaged due to normal use; Products which have had the serial number removed or made illegible; Products rented to others. All warranties, including any applicable warranties of merchantability and fitness for a particular purpose, are limited to the applicable warranty period.
- c. EXCEPT FOR THE LIMITED WARRANTY REFERENCED IN SECTION 11(a), REACT HEALTH DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION OF WARRANTY AS TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL, OR WORKMANSHIP OF REACT HEALTH PRODUCTS.

11. FDA Device Tracking Requirements

Customer acknowledges that certain medical devices, including sleep devices and ventilators, are subject to device tracking requirements under Section 519(g) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 360i(g)) and the implementing regulations at 21 CFR Part 821.

In accordance with these regulations, React Health and its Customers are legally obligated to maintain a method of tracking for all distributed medical devices. This tracking enables the FDA to promptly identify the location of devices that present a risk to patient health and, if necessary, to require their recall or removal from the market.

Customer agrees to:

- i. Maintain accurate and complete distribution records for all React Health medical devices, including purchaser and end-user information as required under 21 CFR § 821.30;
- ii. Provide such tracking information to React Health upon request, and within the timelines required by FDA regulation (typically within five (5) or ten (10) days, depending on the medical device);
- iii. Cooperate with React Health and FDA in the event of a product recall, safety issue, or inspection related to device tracking obligations.

Full details on the applicable tracking regulations can be found at:
<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/CFRSearch.cfm?fr=821.30>.

12. **Limitation of Liability**

To the maximum extent permitted by applicable law, React Health shall not be liable to Customer or any third party for any indirect, incidental, special, punitive, or consequential damages whatsoever, including but not limited to damages for loss of profits, revenue, goodwill, data, business interruption, or other intangible losses, arising out of or related to the sale, use, or inability to use any Products, even if React Health has been advised of the possibility of such damages.

React Health's total cumulative liability for any claim arising under these Terms shall not exceed the amount paid by Customer for the Product giving rise to the claim. This limitation shall apply whether the claim is based on contract, tort, strict liability, or otherwise.

The foregoing limitations shall not apply to liability resulting from gross negligence or willful misconduct by React Health.

13. **Intellectual Property Ownership**

Customer will have no right, title, or interest, expressed or implied, in or to any React Health intellectual property, including without limitation patents, trademarks, copyrights, trade secrets, rights of reproduction, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof.

14. **Confidentiality**

During the course of this Term, React Health may disclose to Customer certain non-public information or materials relating to the React Health's products, intellectual property, business, business plans, financial information, marketing programs and efforts, customer lists, customer information, financial information and other confidential information and trade secrets ("Confidential Information"). Except as expressly provided herein, Customer will not use or disclose any Confidential Information without React Health's prior written consent, except disclosure to and subsequent uses by Customer's authorized employees, contractors and consultants on a need-to-know basis, provided that such employees, contractors and consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as Customer's obligations under this Section. Without limiting the generality of the foregoing, Customer acknowledges that due to the unique nature of the Confidential Information, React Health will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, React Health shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

15. **Force Majeure**

React Health shall not be liable to Customer or any other person or entity by reason of delay in performance, or non-performance, caused by circumstances beyond the reasonable control of React Health, including, but not limited to, acts of God, fire, flood, war, government regulation/direction/request, accident, labor trouble, pandemic, shortage of or inability to obtain material, component parts, equipment, or transportation. In addition, React Health shall not be liable for any delay in filling any order for Products caused by these conditions.

16. **Discontinuance of Products**

React Health may, at its option, modify or discontinue any Product or accessory, including, but not limited to, discontinuance for obsolescence, substitution, or sale by React Health of a Product line.

17. Sales Compliance

Unless authorized by React Health in advance, all sales by Customer are subject to these conditions and the violation of any part of this section shall void any expressed and implied warranties where permitted by law:

- a. Customer represents and warrants that Customer will abide by all applicable laws related to the sale of the Products, including the disclosure of discounts or rebates on Products reportable to government reimbursement programs, and will maintain all applicable licenses as required by law.
- b. Customer further agrees to:
 - i. comply with all applicable laws, regulations and accreditation standards relating to the purchase, storage, use, and tracking of the Products.
 - ii. promptly inform React Health of any known complaint involving injury, safety, Product performance, or adverse event involving Products.
 - iii. use best efforts to obtain Products subject to any complaint or recall in this section and return such Products to React Health or its agents.
 - iv. maintain records of serial and or batch numbers of Products with the relevant end user for a minimum of five years from the date of sale.
 - v. Import/Export: If Customer is outside the United States and approved by React Health to import Products at the final intended destination, then Customer will be responsible for obtaining required import licenses and making proper customs entry for the Products. For routed export shipments out of the United States, Customer is responsible for meeting applicable United States export regulations and declarations. Customer is not permitted to re-export any React Health Products from the destination country.
 - vi. Customers located in the United States ("US Customers") are not authorized to resell, rent, or in any other way distribute React Health Products outside the United States without prior authorization.
 - vii. Customer shall not resell, transfer, or distribute any products to other businesses or third-party resellers without the prior written consent of React Health. All products purchased are intended solely for use on patients by the Customer or for direct-to-consumer sale through the Customer's own authorized channels (e.g., company website, physical location). Unauthorized resale may result in termination of account and legal action.
 - viii. Customer will comply with applicable federal and state fraud and abuse laws, including but not limited to the federal Anti-Kickback Statute and the federal Physician Self-Referral Law, as well as any analogous state laws or regulations.
 - ix. Customer shall not make or imply any Product claims that are inconsistent with React Health's official product information (including, but not limited to, approved labeling, instructions for use, and authorized marketing materials) or that are inconsistent with permissible marketing claims associated with the regulatory classification of the Product with applicable regulatory authorities, as set forth in the React Health Internet & E-Commerce Policy which is incorporated herein by reference.
 - x. Comply with React Health's following Policy for the Advertised Price of React Health's Products by US Customers:
 - a. Definitions:
 - i. **MSRP:** Manufacturer's Suggested Retail Price
 - ii. **MAP:** Minimum Advertised Price

- b. React Health reserves the right to enforce the MAP policy.
 - i. If no MAP is defined for an item, the item may be sold at any price.
 - ii. MAP Pricing can be obtained by sending an email to: Info@ReactHealth.com.
 - iii. An MSRP is defined for each product code, but no vendor is required to sell at the **MSRP**.
- c. Customer represents and warrants that neither it nor any of its owners, officers, directors, or employees involved in the purchase, use, or distribution of Products is excluded, debarred, suspended, or otherwise ineligible to participate in any federal or state healthcare program. Customer shall promptly notify React Health in writing in the event of any such exclusion, debarment, suspension, ineligibility, or conviction.

18. Governing Law and Consent to Jurisdiction

This Agreement will be construed in accordance with and governed by the laws of the State of Florida. Venue and jurisdiction for any action brought related to the sale, purchase or use of Products sold by React Health Medical shall be in the state or federal court for Palm Beach County, State of Florida. The parties agree that service of process may be effectuated by delivery to the address used for written communications. If React Health brings an action for any relief or collection against Customer arising out of these Terms and Conditions, Customer will be responsible for reasonable attorneys' fees and costs actually incurred in bringing such action.

19. Entire Agreement

This Agreement is the entire understanding and agreement of you and React Health regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between you and React Health.

20. Notice

All notices or communications required or permitted by Customer under these Terms or any other agreement between React Health and Customer will be given in writing and sent by email to Info@ReactHealth.com and by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, UPS, and DHL) to React Health at the following address: 5475 Rings Rd #550, Dublin, OH 43017.

21. Non-Waiver

Failure of React Health to insist on strict performance by Customer of any term or condition of these Terms at any time shall not be construed as a waiver by React Health of such performance in the future or of the waiver of any other term or condition contained herein.

22. Severability

If any provision of these Terms shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of these Terms shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained in these Terms.

23. Reservation of Right to Modify Terms



React Health reserves the Right to modify these Terms at any time, with or without notice, unless otherwise required by law.