



Health innovation that matters

**LIVANOVA USA, INC.
STANDARD TERMS AND CONDITIONS**

PAYMENT TERMS:	Payment terms are net thirty (30) days. Payment terms subject to approved credit. All prices are subject to an annual increase set by LivaNova at its sole discretion. Customer agrees to pay each LivaNova's invoice within 30 days from receipt thereof. LivaNova will assess a late fee of the greater of 1.5% per month or the highest rate allowed by law on account balances outstanding for 60 days or more. LivaNova reserves the right to withhold shipment of Products to customer if customer's account is past due.
PAST DUE ACCOUNTS:	Customer shall pay LivaNova the lesser of interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law on all invoices thirty (30) days past due. Customer agrees to pay all reasonable attorneys' fees and expenses incurred by LivaNova in enforcing its rights hereunder.
PRICES:	Product prices do not include applicable taxes or freight charges. LivaNova agrees to sell the Products for the list price in effect on the date LivaNova accepts customer's purchase order. LivaNova, in its sole discretion, may amend its list price at any time. LivaNova may from time to time elect to offer customer discounts or rebates as those terms are defined under 42 CFR §1001.952(h), on the Products pursuant to a separate Addendum to this Agreement. Customer agrees to fully and accurately disclose, as may be requested by the Secretary of the Department of Health and Human Services, any and all discounts and rebates to appropriate federal health care programs, and otherwise comply fully with 42 U.S.C. §1320a-7b(b)(3)(A), as amended, and 42 CFR §1001.952(h) each as amended from time to time. LivaNova shall have at all times a right of set-off as to any and all accounts between itself and customer.
TAXES:	Taxes, if owed, shall be added to the invoice amount. Tax exemption certificates must be submitted to LivaNova prior to placement of orders. If customer is not a tax-exempt entity, customer, or its affiliated hospitals, is responsible for payment of all sales and use taxes related to the purchase of the Product.
INCOTERMS AND FREIGHT:	LivaNova prepays freight and adds to the invoice. All shipments are Free Carrier All (F.C.A.) LivaNova's facility and risk of loss transfers to customer upon delivery of product to the carrier at that point.
RETURNED GOODS:	Subject to customer obtaining a corresponding Returned Goods Authorization number in accordance with LivaNova's Return Policy, any unused and unopened Implantable and/or Disposable in its original packaging and condition may be returned to LivaNova within 14 calendar days of their receipt or 90 calendar days from receipt for Equipment and Spare Parts. A \$250 reprocessing/restocking fee shall be charged for each return of Implantables to LivaNova. A 10% reprocessing/restocking fee shall be charged for each return of Disposables, Equipment and/or Spare Parts to LivaNova. Items must be returned freight prepaid and within 30 calendar days once the Return Authorization number is issued. Items to be returned must be in ORIGINAL UNOPENED cartons, have original labels and be in a saleable condition. Expired products, abused or damaged items, custom items, chemical concentrates, and items identified as non-returnable or that have deteriorated due to a cause beyond LivaNova's control, may not be returned.
DAMAGED SHIPMENTS:	Damage or shortage should be noted on the freight bill. If damage is observed after opening, notify the transportation company and request a hidden damage report . No adjustment, credit or duplicate shipment can be made until written documentation is received by LivaNova. LivaNova must receive documentation within 2 days of product receipt.
LIMITED WARRANTY:	For a period of twelve (12) months from the date of installation of Equipment, LivaNova will at its option repair or replace Equipment that LivaNova finds defective in materials or workmanship. For a period of twelve (12) months from the date of the shipment, LivaNova will at its option repair or replace Disposable Products which LivaNova finds defective in materials or workmanship. For a period of ninety (90) days from the date of the invoice, LivaNova will repair or replace spare parts that LivaNova finds defective in materials or workmanship. LivaNova is not responsible for, and shall have no obligation with respect to, any failure caused by normal wear and tear, misuse, unauthorized alterations, accident, neglect, use of nonstandard accessory attachments, and/or improper maintenance. LivaNova does not verify the safety or efficacy, and makes no warranties - expressed or implied - with respect to any non-LivaNova components included at customer's request or any components or products used other than as expressly intended by their manufacturer. THIS LIMITED WARRANTY CONTAINS THE CUSTOMER'S EXCLUSIVE REMEDIES. LIVANOVA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF ITS PRODUCTS. LIVANOVA DOES NOT GIVE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
MODIFICATION AND LEGAL COMPLIANCE	Customer shall not modify or alter the products in any way without the prior written approval of LivaNova. Customer shall conduct its business in compliance with all applicable laws, statutes and ordinances and shall comply with all applicable governmental rules and regulations in force with respect to the products.
SUBSTITUTION:	LivaNova reserves the right to discontinue products that may be covered by this Agreement. Should any product covered by this Agreement become obsolete during the term of this Agreement, LivaNova will notify the customer and offer substitute product, if available.
FORCE MAJEURE:	LivaNova shall not be liable for any delays in delivery from any cause beyond its control including, without limitation, acts of GOD, fire, flood, strike, lockout, factory shutdown, supply shortage, priority request, riot, war or embargo. In the event of shortage of supply of materials or goods for any reason, LivaNova may allocate its available supply among itself and its customers in a manner determined by LivaNova in its sole discretion.
INDEMNIFICATION:	Customer agrees to hold LivaNova, and its employees, officers, directors, agents, successors and assigns harmless from and against any and all losses, claims and damages (including reasonable fees and expenses of counsel), as they are incurred, which arise out of or are related to any claim by a third party of personal injury or other loss to the third party caused by alleged negligence on the part of the customer or its employees, agents, or assigns. This provision shall survive expiration or termination of this Agreement.
TERM:	Unless there is a specific termination provision in a document signed by customer and LivaNova, LivaNova may terminate this Agreement and its obligations to customer at any time upon one hundred twenty (120) days advance written notice to customer and immediately upon written notice to customer if customer fails to pay LivaNova when due any amount it owes LivaNova or otherwise breaches these Standard Terms and Conditions. Termination or expiration of this Agreement shall not affect customer's obligation to pay LivaNova all amounts it owes LivaNova (including interest and attorneys' fees) nor shall it affect any provision intended to survive expiration or termination.
STANDARD TERMS AND CONDITIONS:	In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of, printed on, or referenced in any purchase order, order acknowledgement, invoice, or similar document, the terms and conditions of the Agreement shall take precedence. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
COMPLIANCE WITH LAWS	GENERAL. The parties shall comply with all applicable laws and regulations, including, but not limited to, as applicable: Foreign Corrupt Practices Act, Italian Legislative Decree 231/01, UK Anti-Bribery Law, False Claims Act, Stark Law, Health Insurance Portability and Accountability Act, Health Information Technology for Economic and Clinical Health Act, California Consumer Privacy Act, General Data Protection Regulation, Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, Good Laboratory Practices and Good Clinical Practices, as set forth in ICH Guidance for Good Clinical Practice (E6). EQUAL OPPORTUNITY. A) When applicable, the parties shall comply with the EO Clause in Section 202 of Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60 and Executive Order 13496, which are incorporated herein by specific reference. B) When applicable, the parties shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. C) When applicable, the parties shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. ANTI-KICKBACK. It is LivaNova's intent to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Customer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Customer acknowledges, if applicable, that it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third-party reimbursement programs. Customer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported to payors. TRADE COMPLIANCE. Customer shall comply with all then current export and import laws and regulations in the United States, including but not limited to the Export Administration Act (50 U.S.C. §§ 2401 - 2420) and its Export Administration Regulations, and such other government laws and regulations as are applicable. Customer hereby certifies that it will not directly or indirectly, export, re-export, or trans-ship the Software or related information, media, or products in violation of United States laws and regulations.