



## Terms and Conditions of Sale

### **Terms of Payment**

Net 30 days

### **Minimum Order**

Orders of less than \$400 net will be subject to additional shipping and handling charge of \$25.00.

Prices are subject to all taxes, excises, or other charges levied by any government (national, state or local) upon the sale, consumption, or use of the products listed herein. Alliqua BioMedical will endeavor to advise the trade of fluctuations in prices, but prices in effect at the time orders are placed will apply in all instances.

### **Transportation**

Transportation will be FOB destination. When special handling is requested, i.e., Special Delivery, AirMail, Air Express, Air Freight or Air Parcel Post, Alliqua BioMedical will add shipping charges plus a handling fee for the special service to the invoice.

### **Orders**

All orders are subject to Alliqua BioMedical Terms and Conditions of Sale and to acceptance by Alliqua BioMedical's Distribution Center. All orders accepted by Alliqua BioMedical shall be subject to delays, failure to deliver or cancellation occasioned by strikes, fires, damages or destruction of plants or laboratories, war, acts of terrorism, riots, embargoes or other contingencies beyond the control of Alliqua BioMedical. Alliqua BioMedical reserves the right to discontinue and withdraw from the marketplace any product, product size, or packaging at any time without any further obligation on the part of Alliqua BioMedical.

### **Shortages & Damage in Shipment**

Alliqua BioMedical will credit buyers for the invoice price of any of goods that are damaged in transit from Alliqua BioMedical to the recipient, provided that:

- All visible damage and apparent shortages are noted on the carrier's delivery documents; and
- The recipient contacts Alliqua BioMedical within 10 days after receipt of the shipment and cooperates with Alliqua BioMedical in connection with Alliqua BioMedical's claim against the carrier

If the above conditions are not met, the recipient will bear full responsibility for the damaged goods.

### **Loss of Shipment**

Alliqua BioMedical will credit the recipient for the invoice price of any shipments that are lost in transit from Alliqua BioMedical, provided:

- The recipient notifies Alliqua BioMedical of the loss, in writing, within six months after receipt of the invoice or statement covering the shipment; and
- Alliqua BioMedical is unable to provide the recipient with a satisfactory proof of delivery If the above conditions are not met, the recipient will bear full responsibility of the loss of shipment.

### **Replacement of Damaged Goods**

If the recipient requires an immediate replacement of damaged goods, upon discovery, the recipient must call Customer Service 1-844-963-2273 to request a replacement. If immediate replacement is needed, Customer Service will send the product(s) at no charge.



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### **Product Warranty Exclusions**

Alliqua BioMedical specifically excludes from its warranties products that were resold by an end-user or which cannot be verified to have been originally purchased directly from Alliqua BioMedical by Customer and resold through the recognized distribution channel.

### **Return Goods Policy**

Alliqua BioMedical will accept return goods from Customers, for credit under the following conditions:

1. Customer must contact Customer Service, 1-844-963-2273, Option 1 or email [ushcreturns@ups.com](mailto:ushcreturns@ups.com) to request a Return Goods Authorization # (RGA #) prior to returning product. Credit will not be issued for product returned without a RGA #. RGA#s are valid for ninety (90) days from the date of issuance.
2. Alliqua BioMedical will value returned goods at the original invoice price. Requests for returns must be made within ninety (90) days of invoice.
3. Only specific products purchased by the Customer directly from Alliqua BioMedical can be returned to Alliqua BioMedical for credit. Return of product not purchased directly from Alliqua BioMedical must be made to the original Distributor or Wholesaler pursuant to the terms of the original Distributor or Wholesaler return goods policy.
4. Alliqua BioMedical will consider issuing credit only for full market units of product, which are in the original closed, or sealed packaging which are not marked or damaged in any manner and not less than 12 mos. remaining shelf life.
5. For returns not subject to damage or errors, Customer will be responsible for shipping charges.
6. Alliqua BioMedical will assess a restocking fee of 10% on ALL products, except those that are determined to be defective upon receipt, or those goods shipped as a result of Alliqua BioMedical error.

### **MIST Applicators:**

Applicators purchased under Pay per Use and Consignment Agreements are not subject to returns. No credit will be issued for unused applicators purchased under the Pay per Use and Consignment Agreements.

### **MIST Systems:**

To return a MIST System, customers must contact Alliqua Customer Service, 1-844-963-2273, Option 1, to obtain a Returned Goods Authorization number (RGA #) and request packaging materials. Systems must be returned in proper packaging with the RGA number written on the shipping label. If a System is being returned for repair, customer must receive direction from Customer Service on the return prior to shipment back to Alliqua.

Alliqua BioMedical reserves the right to destroy returned product which Alliqua BioMedical deems unfit for resale, whether or not Alliqua BioMedical accepts it for credit.