



## TERMS AND CONDITIONS OF SALE

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### Ordering Information

Toll Free: +1 800-772-6446

Phone: +1 518-798-1215

Facsimile: +1 518-798-1360

Business Hours: 8:00 am to 7:00 pm EST, Monday through Friday

[www.angiodynamics.com](http://www.angiodynamics.com)

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1. Acceptance. AngioDynamics, Inc.'s and its affiliates and subsidiaries (collectively, "AngioDynamics") offer to sell products and/or provide services (collectively, "Products") to Customer is expressly conditioned upon Customer's acceptance of these terms and conditions of sale ("Terms"). Customer's acceptance of these Terms occurs upon: (i) written acknowledgement of these Terms; (ii) issuance of a purchase order for Products; (iii) acceptance of any shipment of Products; (iv) payment for any Products; or (v) any other act or expression of acceptance by Customer.

amount is USD \$500.00. Any order below the minimum order amount is subject to a USD \$9.95 charge.

Shipment of all Products shall be Ex Works (EXW) (INCOTERMS 2020) point of distribution by AngioDynamics, at which time title and risk of loss shall pass to Customer. The method of transportation will be at AngioDynamics' discretion. All shipment costs shall be paid by Customer and if prepaid by AngioDynamics, Customer shall reimburse AngioDynamics for all shipping costs. Any special shipping requests by Customer, including, without limitation, freight forwarder or air freight, may incur additional charges for which Customer will be responsible. Where permitted by law, AngioDynamics retains a security interest in all Products sold until full payment is received.
2. Prices, Taxes and Payment. All Product prices are listed in United States Dollars and AngioDynamics reserves the right to change the prices and specifications of its Products at any time without notice, unless otherwise explicitly specified in a written quote signed by AngioDynamics. Any applicable tax, duty, custom, or similar fee shall be invoiced to Customer and are not included in the Product price.

Payment terms are net thirty (30) days from invoice date, and all payments shall be in United States Dollars. AngioDynamics may charge a late fee of 1.5% per month or the highest rate permitted by applicable law on any unpaid balance. AngioDynamics reserves the right to at any time refuse to sell to Customer, to modify, suspend, or terminate any credit terms previously extended to Customer until each overdue account of Customer is paid in full. AngioDynamics may accept any payment in any amount without prejudice to AngioDynamics' right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any payment, accompanying any payment, or elsewhere will be construed as an accord or satisfaction.
3. Invoice Disputes. Customer must provide AngioDynamics with written notice of any invoice discrepancies or disputed charges within sixty (60) days after the invoice date or rights to dispute the charges are waived. Any partial or full payment of an invoice constitutes Customer's acceptance of all terms and conditions and any invoice prices and charges.
4. Delivery and Shipment. AngioDynamics will make commercially reasonable effort to ship the Products by the requested delivery date, provided that AngioDynamics accepts no liability whatsoever for any losses or for damages arising out of delays in delivery. AngioDynamics may deliver Products in installments. Minimum order
5. Inspection. Customer shall be responsible for inspecting all Products shipped hereunder prior to acceptance, provided, that if Customer does not give AngioDynamics written notice of rejection documenting the reasons thereof within five (5) calendar days following receipt of the Products, the Products shall be deemed accepted by Customer.
6. Single-Use Device. Products marked as "single-use" are for single use only. Customer shall not reuse, reprocess, or reserialize single-use Products. AngioDynamics assumes no liability with respect to single-use Products reused, reprocessed, or reserialized and makes no warranties, express or implied with respect to any such Product.
7. Warranty and Limitation of Liability. AngioDynamics warrants to the original Customer for a period of one (1) year from date of delivery only that the Products (i) subject to specification changes as set forth above, substantially conform to the specifications set forth herein or, if none are set forth, to AngioDynamics' published specifications; and (ii) are free from defects in material or workmanship. Descriptions or specifications in AngioDynamics' literature are meant solely to describe the applicable Product at the time of manufacture and are not a warranty of any type, express or implied, including, without limitation, a warranty of merchantability or fitness for a particular purpose. If the Customer discovers within this warranty period a failure of the Product to conform to specifications or a material defect, Customer must promptly notify AngioDynamics in writing. No warranty notification will be received by AngioDynamics and no action for breach of warranty may be

commenced following the warranty period for the applicable Products.

Any alteration, abuse, misuse, further manufacturing, packaging, processing, adjustment or repair by any person or entity other than AngioDynamics (or a person/entity authorized in writing by AngioDynamics) shall void this limited product warranty. In the event AngioDynamics gives Customer technical advice with respect to the Products, it is agreed that such advice is given without any liability on AngioDynamics' part.

THE FOREGOING WARRANTIES ARE EXCLUSIVE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS SOLD, INCLUDING, BUT NOT LIMITED TO ALL OTHER EXPRESS AND IMPLIED WARRANTIES; INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

IN NO CASE SHALL ANGIODYNAMICS BE LIABLE IN RESPECT OF THE PRODUCTS OR ANY USE THEREOF, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE HANDLING OR USE OF AN ANGIODYNAMIC PRODUCT OR BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE AMOUNT OF A CLAIM EXCEED THE PURCHASE PRICE PAID UNDER THE PARTICULAR PURCHASE ORDER. THIS LIMITATION DOES NOT APPLY TO CLAIMS OR ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. THESE TERMS MAY NOT BE ALTERED, AMENDED, REPLACED, SUBSTITUTED, OR RESCINDED BY ANY EMPLOYEE, AGENT, INDEPENDENT CONTRACTOR, OR CONSULTANT OF ANGIODYNAMICS. ANY SUCH ALTERATION, AMENDMENT, REPLACEMENT, SUBSTITUTION, OR RESCISSION SHALL NOT BE BINDING UPON ANGIODYNAMICS, ITS AFFILIATES, OR SUBSIDIARIES.

The sole obligation of AngioDynamics under this warranty shall be to provide Customer free of charge with replacements for parts of Products, or in the sole discretion of AngioDynamics, complete Products, which are found to be defective within the warranty period with the same delivery terms as the original Products. AngioDynamics warrants that it shall provide services in a good and workmanlike manner and that it will attempt in good faith to perform the services to Customer's reasonable satisfaction.

8. **Returned Goods.** A returned goods authorization is required to return any Product. To receive a return goods authorization, call AngioDynamics' Customer Service Department at +1 800-772-6446. The following information is required with your return:
  - A. Return authorization number (please write the return authorization number on outside of shipping container);
  - B. Reason for the return;
  - C. Customer purchase order number; and
  - D. AngioDynamics' invoice number.

Products are returnable as follows:

Product Type	Less than 30 days from purchase date	Between 31 and 60 days from purchase date	Greater than 60 days from purchase date
Standard Products	Returnable No restocking charge	Returnable 20% restocking charge, unless shipped due to AngioDynamics' error	Not returnable, no credit*
Custom Products, specially manufactured Products, or convenience kit Products	Not returnable, no credit*	Not returnable, no credit*	Not returnable, no credit*
Opened, damaged, tampered with, or otherwise unsellable Products	Not returnable, no credit*	Not returnable, no credit*	Not returnable, no credit*

\*Unless such Products were received by Customer in a damaged or non-conforming condition, in which case the Products shall be returned to AngioDynamics in the condition they were received by Customer.

All returned Products must have at least twelve (12) months remaining prior to its expiration date and are received conditionally and subject to inspection. AngioDynamics reserves the right to promptly destroy any returned Products that are not eligible for credit or exchange, or returned Products that AngioDynamics determines are in non-usable condition due to damage, defaced labels, improper storage, deterioration of any kind, or any other condition that makes the returned Products unusable. AngioDynamics is not responsible for returned Product shipments lost and/or damaged in transit.

Damaged Products or Product shortages must be noted on the delivery receipt at the time of delivery. Customer must notify AngioDynamics in writing within five (5) days following delivery whenever damage, short, or incorrect deliveries occur so that the issue can be resolved in a timely manner.

#### 9. **Reporting, Recordkeeping, and Recall.**

**Reporting and Recordkeeping.** AngioDynamics and Customer agree to provide to each other, upon request, any information reasonably necessary for the other to comply with any applicable governmental reporting or recordkeeping requirements, including, but not limited to, the United States Food and Drug Administration's Medical Device Reporting Regulations and all similar laws or regulations insofar as they are applicable where the Products are used. When requesting such information, the requesting party shall inform the other what information is required for these purposes, and, promptly after being made aware of any such required information, the recipient of the request shall supply the other with responsive

information necessary to enable the requesting party to comply with such requirements. Customer also agrees to provide to AngioDynamics all information that may be required by law or regulation regarding whether any Product(s) may have caused or contributed to the death or serious injury of an individual or has malfunctioned, and whether the Product(s) would be likely to cause or contribute to death or serious injury of another if the malfunction were to recur.

Recall. In the event of a recall, Customer shall cooperate with AngioDynamics in conducting such recall.

10. Agents. No agent, employee, or other representative has the right to modify or expand AngioDynamics' standard warranty applicable to the Products or to make any representations as to the Products other than those set forth in AngioDynamics' Product literature and any such affirmation, representation, or warranty, if made, is void and should not be relied upon by Customer and shall not form a part of these Terms.
  11. No Assignment. Orders are not assignable or transferable, in whole or in part, without the express written consent of AngioDynamics.
  12. Typographical Errors. Stenographical, clerical, or computer errors on the face of any AngioDynamics invoice shall be subject to correction by AngioDynamics.
  13. Third Parties. Nothing in this document is intended to create any rights in third parties against AngioDynamics.
  14. Modification, Waiver of Breach. These Terms may only be modified in a writing sign by the parties and any breach hereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought. The waiver by either party at any time to require performance by the other of any provision of these Terms shall not operate as a waiver of such provision at any other time.
  15. Governing Law. These Terms shall be governed by, construed, and enforced in accordance with the laws of the State of New York, U.S.A, without regard to its conflict of laws or choice of laws provisions. AngioDynamics and Customer agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply.
  16. Compliance with Laws. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). Customer is reminded that if the purchase includes a discount or loan, Customer must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.620 [h]).
- Export Administration Regulations (collectively, "Export Controls"), cooperate fully with AngioDynamics in any official or unofficial audit or inspection that relates to the Export Controls, and not export, re-export, divert, or transfer, directly or indirectly, any Product or direct product thereof to any country that is embargoed by the Export Controls or an Executive Order, unless Customer has first obtained written authorization from AngioDynamics and the relevant U.S. export control authorities. Customer also shall comply with all applicable export and import control laws and regulations of any territory in which such Products are used. AngioDynamics shall not be liable for any delays in shipping, or inability to ship, Products resulting from or relating to any import or export laws.
17. Compliance with Foreign Corrupt Practices Act. Customer acknowledges that AngioDynamics is a United States corporation and, as such, is subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. ("FCPA"), and any other similar laws in the country or territory in which Customer is located. Under the FCPA, it is unlawful to pay or to offer to pay anything of value to foreign government officials, or employees, or political parties or candidates, or to persons or entities who will offer or give such payments to any of the foregoing to obtain or retain business or to secure an improper commercial advantage. Customer further acknowledges that it is familiar with the provisions of the FCPA and hereby agrees that it shall take or permit no action which will either constitute a violation under, or cause AngioDynamics to be in violation of, the provisions of the FCPA.
  18. Confidentiality. Customer covenants and agrees to keep any pricing and products information (collectively, the "Confidential Information") furnished to Customer pursuant to these Terms, strictly confidential and not to disclose Confidential Information to any third party. The confidentiality obligations set forth in this section shall survive the expiration or termination of these Terms and any relationship between AngioDynamics and Customer.
  19. Access to Records. Both parties will comply with all applicable requirements of 42 CFR Section 420.302, including without limitation: (i) retaining required documents; and (ii) giving the US Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records related to any transactions under these Terms and those of any organizations related to the parties.
  20. Force Majeure. Neither party hereto shall be in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay in performance which is due to causes beyond its reasonable control. Either party affected by such an event shall promptly give notice to the other, stating the nature of the event, its anticipated duration and action being taken to avoid or minimize its effect. Neither party hereto shall be required to grant any demand or request to bring to an end any strike or other concerted act of workers. If, at Customer's request or for any reason for which Customer is

Export Controls. Customer shall comply strictly with all export control laws, including without limitation, the U.S.

responsible, the production or shipment of Products is delayed, AngioDynamics may immediately invoice Customer for the Products produced, and costs and expenses incurred up to the time of the delay.

21. Publicity. Any marketing, promotion, or other publicity material, whether in written, electronic, or any other form, that refers to AngioDynamics, the Products, or to these Terms must be approved in writing by AngioDynamics prior to its use or release.
22. Proprietary Rights. AngioDynamics is the owners of certain proprietary brand names, trademarks, trade names, logos, and other intellectual property. Except as otherwise expressly permitted by AngioDynamics, no use of AngioDynamics' brand names, trademarks, trade names, logos, or other intellectual property is permitted, nor the adoption, use, or registration of any words, phrases, or symbols so nearly resembling any of AngioDynamics' brand names, trademarks, trade names, logos, or other intellectual property as to be likely to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by AngioDynamics of another entity's products or services. A complete listing of intellectual property belonging to AngioDynamics is available on our [website](#).
23. Licensed Software and Firmware. Use of Products comprised of software or firmware may be subject to

Customer's acceptance of additional terms and conditions set forth in separate AngioDynamics' or third-party license agreements that will control to the extent necessary to resolve any conflict with these Terms. In the absence of a separate AngioDynamics' software license agreement, Customer is granted a non-exclusive, non-transferable license to use AngioDynamics' software or firmware in object code form only and solely in conjunction with AngioDynamics-provided Products for as long as Customer owns the Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware.

24. Governing Language. These Terms are written in English. If these Terms are translated into another language, the English version shall prevail.
25. Severability. If any provision of these Terms is held illegal, invalid, inapplicable, or unenforceable, the remainder will continue to be valid and enforceable.
26. Entire Agreement. These Terms constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the sale of the Products and the provision of AngioDynamics services and supersedes all prior and contemporaneous understandings or agreements of the parties, whether written or oral.