

## TERMS AND CONDITIONS OF SALE

**1. ACCEPTANCE:** THE ACCEPTANCE OF CUSTOMER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND INARI MEDICAL, INC. ("INARI") AGREES TO FURNISH THE MATERIALS, GOODS AND PRODUCTS ("PRODUCTS") AND SERVICES COVERED THEREBY ONLY UPON THESE TERMS AND CONDITIONS OF SALE. Any terms and conditions that may be contained in any purchase order or other form of Customer shall be absolutely without force and effect, regardless of when received by INARI. No waiver, alteration, or modification of any of the provisions hereof shall be binding on INARI unless made in writing and signed by an authorized representative of INARI. INARI reserves the right to accept or reject any order in whole or in part. Possession of a product catalog by Customer does not constitute an offer to sell.

**2. CANCELLATION:** Cancellation or modification of orders are subject to INARI's prior written consent in each instance.

**3. PRICE CHANGES:** Prices quoted in INARI's product catalog are subject to change without notice at any time and from time to time. Products are invoiced at prices prevailing on the date of shipment.

**4. PAYMENT; TAXES:** Unless otherwise set forth on INARI's invoice or otherwise agreed upon by the parties in writing, payment shall be made within thirty (30) days of the date of INARI's invoice. All payments shall be made in U.S. dollars. INARI's preferred methods of payment are ACH or check. Payments made via a credit card or purchasing card will be charged an additional three percent (3%) administrative fee to the extent permitted by applicable law. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus INARI's reasonable costs of collection. In addition, INARI reserves all other rights granted to a seller under the Uniform Commercial Code for Customer's failure to pay for Product(s) or any other breach by Customer of these terms and conditions of sale. There shall be added to the purchase price amounts equal to any sales, use, or other taxes levied or based upon each Product or its value, unless Customer provides INARI with an appropriate exemption certificate.

**5. SECURITY INTEREST:** INARI reserves a purchase money security interest in each Product delivered hereunder and in proceeds from the sale, exchange, collection, or disposition thereof, until Customer has made payment in full for such Product. Customer shall, upon request by INARI, provide all information and signatures required by INARI to perfect such security interest. INARI reserves all rights granted to a secured creditor under the Uniform Commercial Code, including the right to repossess upon default by Customer.

**6. MODE OF SHIPMENT:** All Product will be shipped via FedEx 2Day service, FOB Origin. INARI will charge Customer for the actual shipping costs and list such costs as a separate line item on the invoice, unless agreed to by the parties in writing. Customer may provide INARI with Customer's FedEx account number for direct billing purposes.

**7. RESTRICTIONS:** Federal law restricts INARI products to sale by or on order of a physician. Customer acknowledges familiarity with, and agrees to comply with, the Safe Medical Devices Act of 1990, including, without limitation, its reporting requirements imposed on device users.

**8. DELIVERY; EXPORT CONTROL:** Customer is advised that quoted ship dates are based on estimates at the time of quotation and that INARI will devote its commercially reasonable efforts to meeting such schedules. However, INARI assumes no liability for additional costs or damages resulting from late deliveries. In addition, on orders for non-stock products, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, INARI reserves the right to under-ship or over-ship and invoice Customer accordingly. In no event shall Customer take any action(s) contrary to the United States export laws and regulations in effect as of the date of shipment, including without limitation, diversion of Product(s).

**9. RISK OF LOSS:** INARI shall not be liable for any Product(s) lost, damaged, or destroyed while in transit, and Customer acknowledges and agrees that any risk of such loss, damage, or destruction transfers to, and is assumed by, Customer upon delivery of Product(s) to a common carrier or when otherwise placed in transit.

**10. WARRANTY:** INARI warrants that each Product shall, for a period until its applicable expiration date (i) be manufactured in accordance with, and conform to its published specifications, and (ii) be free from defects in materials and workmanship under normal use and service. INARI shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of this warranty, repair or replace the Product which gave rise to the breach or, at INARI's option, refund the amounts paid by Customer for the Product which gave rise to the breach. EXCEPT AS EXPRESSLY SET FORTH HEREIN, INARI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR

**11. RETURNED GOODS POLICY:** Unused Product (with packaging still sealed) may be returned within thirty (30) days of the date of purchase.

**12. INDEMNIFICATION:** To the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold harmless INARI, its subsidiaries, affiliates, parents, partners, their successors and assigns, and each of their past and present directors, officers, employees and agents (collectively referred to herein as "Indemnitees"), jointly and severally, from and against any and all losses, damages, liabilities, demands, claims, actions, judgments, charges, court costs, and legal or other expenses, including, without limitation, reasonable attorney's fees and expenses, which Indemnitees may sustain, incur, or become liable for in defending or compromising any suit, action, or other proceeding arising out of, related to, or in any way connected with Customer's purchase, sale, or use of Product(s), including, but not limited to, Customer's (i) misuse of such Product(s), (ii) failure to maintain a valid license or certification with the applicable entity that allows Customer to purchase, sell, or use such Product(s) or practice medicine, (iii) failure to charge applicable sales, use, or equivalent taxes when selling such Product(s), (iv) or any other acts or omissions, willful misconduct or negligent misconduct, whether active or passive, on the part of Customer; provided, however, Customer shall have no indemnity obligations under this paragraph for any losses, damages, liabilities, demands, claims, actions, judgments, charges, court costs, and legal or other expenses caused solely by the gross negligence or willful misconduct of an Indemnitee.

**13. LIMITATION OF LIABILITY:** IN NO EVENT WILL INARI BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EVEN IF INARI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INARI'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY PRODUCT SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST INARI. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL INARI BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE REUSE, REPROCESSING OR RESTERILIZATION OF ANY PRODUCT, OR OTHERWISE RESULTING FROM THE USE OF ANY PRODUCT IN VIOLATION OF SUCH PRODUCTS LABELING OR INARI'S INSTRUCTIONS.

**14. DESIGN CHANGES:** INARI reserves the right to alter, modify, or redesign its products without any obligation to replace previous shipments to Customer.

**15. NO LICENSE:** The sale of Product(s) shall not confer upon Customer any license to manufacture under any patents or proprietary rights owned or controlled by INARI, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all such rights are reserved to INARI, its subsidiaries, affiliates, or suppliers.

**16. FORCE MAJEURE:** INARI shall not be liable for any delays in making delivery where occasioned by strikes, differences with workers, or any causes beyond the control of INARI, including but not limited to, fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation. Where delays or failures of delivery are caused by labor difficulties, INARI shall not be obligated to seek or obtain any settlement which, in INARI's sole judgment, is not in INARI's best interest.

**17. ARBITRATION:** Any dispute, controversy, or claim arising out of or relating to these terms and conditions of sale or any Product(s) shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted by a single arbitrator who shall have no authority to add to, modify, change or disregard any lawful terms of this document. The arbitration shall be held in Orange County, California, and judgment upon the award rendered may be entered in any court having jurisdiction, and the parties consent to the jurisdiction of the California courts for this purpose.

**18. MISCELLANEOUS:** Customer acknowledges that is has not been induced to purchase any Product from INARI by any representation or warranty not expressly set forth herein. This document constitutes the entire agreement of the parties and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. None of the terms and conditions contained herein may be added to, modified, superseded, or otherwise altered except by a written document signed by an authorized representative of INARI. The paragraph headings contained herein are intended for convenience of reference only and shall not affect the interpretation of any provision. If any provision of this document shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired. These terms and conditions of sale and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.