

**US HYPERBARIC NETWORK LLC. – Terms and conditions of sale in the United States of America.**

All sales of products by US HYPERBARIC NETWORK LLC. ("seller") are subject to and expressly conditioned upon the terms and conditions contained herein, which are accepted by buyer upon placing of an order for product(s) with seller which order is confirmed by seller. No variation of these terms and conditions will be binding upon seller unless agreed to in writing and signed by an authorized representative of seller. These terms and conditions can also be found on [www.biobarica.com](http://www.biobarica.com)

Seller reserves the right at any time to amend these terms and conditions. It is buyer's exclusive responsibility to review the terms and conditions prior to submitting each order. Seller has no responsibility to notify buyers of any changes to these terms and conditions prior to the effective date of such changes. Buyer shall be deemed to accept such amended terms and conditions by ordering products offered after the date of such amendment.

The terms and conditions contained herein, the Limited Warranty Statement as referenced in Section 6 hereof, and the Order Acknowledgement issued by Seller constitute the entire agreement ("Agreement") between the Parties (as defined below) with respect to the sale in question.

Seller's acceptance of Buyer's purchase order is expressly limited and conditioned upon Buyer's acceptance of these Terms and Conditions of Sale, which may not be changed or waived except in writing signed by Seller. Any additional, inconsistent or different terms and conditions contained in Buyer's purchase order, or any other document supplied by Buyer are expressly rejected. Unless the context otherwise requires, the term "Equipment" as used herein shall mean all goods, equipment, parts and accessories marketed, distributed or sold to Buyer by Seller. Unless the context indicates otherwise, the term "Services" as used herein shall mean labor, supervision, repair and engineering services of projects provided by Seller. As used herein, the term "Buyer" shall mean only the Party issuing the purchase order to Seller for Equipment or Services, regardless of whether or not Buyer is the end user of the Equipment or Services, and the term "Parties" shall collectively mean Seller and Buyer, and individually as "Party."

Seller must receive payment in full with the purchase order and undertakes to deliver in equipment to Buyer within 45 days of receipt of payment. Any other conditions of sale must be documented in a separate annex and are exceptional.

Seller is under no obligation to finance or provide other payment terms to Buyer.

If required by Seller, Buyer will cause an irrevocable letter of credit to be established in favor of Seller at a bank approved by Seller. Seller is entitled to charge the costs associated with the letter of credit to Buyer's account. Performance schedules are conditioned upon receipt of the letter of credit within thirty (30) days of the award.

Federal, state, local, value-added, sales and use, and other applicable taxes assessed on the price of the Equipment or Services in any legal system by any tax authority are not included in the price unless otherwise expressly agreed in writing by Seller. Buyer acknowledges and is aware that there may be tax consequences resulting from any participation in a refund incentive program with Seller and that Buyer may be required to pay income tax on the value of any refund it receives through a refund incentive program with Seller, if applicable. Seller is not responsible for remitting any taxes on behalf of Buyer, nor for providing Buyer with tax-related documentation. Buyer is solely responsible for ensuring that any taxes arising from their participation in a refund incentive program, if any, are reported and paid to the applicable tax authority.

All quotations are valid for a period of thirty (30) calendar days, unless otherwise extended in writing by Seller. If this Agreement is delayed or suspended in whole or in part by Buyer for more than thirty (30) days, the price will be subject to renegotiation.

Acceptance of the Equipment occurs at the point of delivery. Acceptance of any Services provided hereunder occurs upon performance. (Normally here is put a number of days to inspect the cargo after which, it is understood that the product was accepted)

Seller accepts, and will provide Buyer, a limited warranty and statement of exclusive remedies relating to Equipment sold hereunder ("Limited Warranty Statement"). Buyer acknowledges receipt of the Limited Warranty Statement (which is also available from Seller upon request) and agrees to its terms.

Seller's equipment warranty is exclusive and in lieu of all other warranties. There are no other express or implied warranties, including any warranty of merchantability or fitness for a particular purpose (and seller hereby disclaims

any implied warranty). All other warranties whether express or implied by statutes or otherwise are hereby expressly disclaimed.

Buyer understands and expressly accepts that seller's sole obligation and buyer's exclusive remedy for breach of any warranty shall be, at seller's option, to repair or replace the product, or to refund the purchase price by crediting buyer's account. Seller shall not be liable to buyer or any third party or entity with respect to product ordered/sold under this agreement, under any equity, common law, tort, contract, negligence, strict liability or other theory for any (a) proximate, accidental, special, punitive, incidental, consequential, or indirect damages or (b) business damages (including without limitation, loss of profit or use, opportunity, or goodwill), even if the remedies provided for herein fail of their essential purpose and even if seller has been advised of the possibility of any of the foregoing damages.

Products distributed by seller, but not manufactured by seller, are warranted by the product's manufacturer. (More specific manufacturer's warranties may accompany individual products). Seller extends no express or implied warranties, whether of merchantability or fitness for a particular purpose with respect to products which are not manufactured by seller.

Seller warrants its Services against defects in workmanship for a period of ninety (90) days after the date of their termination. Buyer agrees to defend, indemnify and hold harmless Seller from any third-party claims arising out of the use, sale or lease of the Equipment or Services and from all expenses, losses and other damages resulting from Buyer's breach of any of the terms and conditions hereof. [I like to include the procedures for service and warranty

No termination by Buyer for default shall be effective unless, Buyer provides Seller within fifteen (15) days written notice specifying such breach, and only if Seller fails to initiate and pursue correction of such specified breach within fifteen (15) days of receiving such notice.

Seller shall have no liability for any delay or default hereunder, in whole or in part, if such delay or default arises from (i) performance. in good faith with any regulation, order, or request of any foreign or domestic government official or agent, whether or not later shown to be invalid, unauthorized or unenforceable; (ii) the occurrence of any contingency the non-occurrence of which was a basic assumption at the time this Agreement was made, including without limitation the acts of God, fire, flood, accident, riot, war, terrorism, sabotage, cyberattack, quarantine, pandemic, public health emergency, strike, lockout, slowdown, labor problems or shortages, equipment breakdown or failure, carrier delay or seizure; iii) Seller's inability to obtain any required raw materials or intermediate products, energy sources, equipment, labor or transportation at prices and on terms that Seller deems acceptable; (iv) the fact that the seller incurs higher costs for compliance with environmental protection, health or safety regulations; or (v) any event or occurrence not within Seller's reasonable control, whether foreseeable or not, that renders performance impracticable. If such circumstances affect only a portion of Seller's ability to perform, Seller may allocate production and deliveries among its customers and its own requirements as Seller may determine in its sole discretion. At the option of either party, the amounts affected by this paragraph may be removed from the Agreement without liability, but the Agreement shall: shall not be affected. Seller shall have no further obligations or liability under this Agreement if, in its sole discretion, Seller's continued performance under this Agreement violates export controls, sanctions or other restrictions on trade imposed by any domestic or foreign governmental authority, whether imposed before or after the effective date of this Agreement.

Unless otherwise agreed in writing by Seller, all domestic shipments are EXW or CPT, and international shipments may be covered by FCA, FOB, EXW, CPT, CIP, CIF, CFR, DAP or DDP, with responsibilities as defined in the Incoterms 2010, and "Delivery" as used herein occurs in accordance with the Incoterms® © 2010. Notwithstanding anything to the contrary, all delivery times quoted and accepted by Seller shall be from the date on which Seller accepts Buyer's purchase order. If Seller agrees in writing to prepay transportation and transit insurance charges at Buyer's expense, then Seller is entitled to include shipping, handling and any transit insurance charges on its invoice.

Buyer shall indemnify, defend and hold harmless Seller from any claims by freight carriers for Buyer's non-payment of freight charges. Claims for shortage or damage to shipment shall be deemed waived unless made in writing and received by Seller within ten (10) days of receipt of the Equipment. by Buyer or its designated recipient. Delivery dates listed are based on Seller's best estimate of a realistic time in which shipment will be made and are subject to change. Delivery dates shall be confirmed upon Seller's acceptance of any resulting order, and Seller shall make every effort to meet such delivery date. Seller may make advance or partial shipments and invoice Buyer accordingly. Notwithstanding any agreement regarding delivery

terms or advance payment of transportation or transit insurance charges, the risk of loss or damage shall pass to the Buyer in accordance with Incoterms® 2010.

Price and delivery schedule are based on applicable laws, codes and standards set forth in the Equipment specifications in effect as of the date of Seller's acceptance of the purchase order.

If such laws, codes, and standards change, or if Buyer changes the laws, codes and standards set forth in the specifications of the Equipment, and such change increases or decreases the cost of performing the work or affects the delivery schedule, then the Seller will inform the Buyer of the same, and the Parties will immediately negotiate in good faith and by mutual agreement on any modification of the order resulting from such change. Any local law, statute, code or regulation, or interpretations thereof, that do not coincide with national building codes are exempt from the Agreement unless Buyer submits written copies to Seller as additional specifications and Seller accepts them in writing as part of this Agreement. Buyer and Seller agree that any refund provided by Seller constitutes a "discount or other reduction in price" of the Equipment or Services under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. § 1320a-7b(b)(3)(A). Buyer represents and warrants that it currently meets and will continue to comply with all applicable current and future requirements under federal and state law regarding the receipt of discounts by health care providers, including, but not limited to, disclosure requirements or requirements to report such price reductions under Medicare, Medicaid, and other federal and state requirements. Government Health Care Programs.

Seller shall retain legal and equitable title to the Equipment until Buyer has paid for such Equipment in full. Buyer shall complete and execute all that it has paid for such Equipment in full if Buyer fails to pay upon written notice by Seller.

Installation of the Equipment provided hereunder shall be performed by Buyer unless Seller's duly authorized representative agrees otherwise in writing. Field service shall be provided on a per diem basis upon Buyer's written authorization at Seller's rates in effect when such Services are provided. Buyer shall provide free and unrestricted access to Seller's personnel, contractors, subcontractors, equipment and any other personnel necessary for Seller to complete the contracted work.

Cancellation of any purchase order must be made upon written notice to Seller and shall be subject to Seller's cancellation charges and fees, including but not limited to all costs incurred up to the date of cancellation, the cost of materials ordered that cannot be returned, return and cancellation fees, the cost of processing such cancellation, plus a reasonable benefit.

### **1. Intellectual Property and Confidentiality.**

Unless otherwise agreed in writing signed by Seller's duly authorized representative, all right, title and interest in any invention, development, improvement or modification of Equipment and Services manufactured by Seller or Buyer because of this Agreement shall remain exclusively with Seller. Any design, report, drawing, drawing, standard, specification, or other information submitted to Buyer by Seller ("Seller Documents") were developed at Seller's expense and shall remain the exclusive property of Seller. Without Seller's express prior written consent, Buyer shall not copy or disclose Seller's Documents to any third party and shall not use them for any purpose other than to install, own, operate, and maintain the Equipment in question or use the Services, including, without limitation, use with any other project, or for the completion of the project contemplated by this Agreement by others.

The Seller Documents are not suitable for use in any other agreement or project and any reuse of the Seller Documents without Seller's express written consent shall be Buyer's sole risk, and Buyer shall indemnify, defend, and hold harmless Seller from any and all claims arising out of Seller's reuse of Seller Documents by Seller. Buyer. At Seller's request at any time, Buyer shall immediately return all Seller's Documents. If Seller's Equipment is deemed to infringe a United States patent in effect as of the date of this Agreement (other than any infringement resulting from Seller's performance) with Buyer's designs, specifications or instructions or from the use of the Equipment in combination with other materials or the operation of any process), then Seller may, at its option, obtain for Buyer the right to use, modify or replace the Equipment with non-infringing Equipment; refund the purchase price assignable to the offending Equipment, or terminate or terminate such actions on Buyer's behalf. The foregoing is Seller's entire liability and Buyer's sole remedy for patent infringement of the Equipment. Buyer shall defend, indemnify, and hold Seller harmless from all expenses, losses and other damages resulting from any actual or alleged infringement of intellectual property rights arising.

Seller's compliance with Buyer's designs, specifications or instructions, use of the Equipment in combination with other materials, or operation of any process.

### **2. Assignment.**

This Agreement may not be transferred or assigned by Buyer by operation of law or otherwise without Seller's express prior written consent. Any transfer or assignment by Buyer of any right, duty or obligation without Seller's consent shall be void.

### **3. Limitation of Liability.**

Notwithstanding anything to the contrary in this agreement, to the fullest extent permitted by applicable law, in no event shall seller, its affiliates, suppliers and subcontractors be liable to buyer or any third party for any special, indirect, incidental, punitive or consequential damages, including, without limitation, lost profits, loss of use, the cost of capital, cost of replacement equipment, costs of downtime, cost of delays or for any penalty, whether such claim therefor is based on contract, warranty, tort, negligence, strict liability, indemnity or otherwise. Notwithstanding anything to the contrary in this agreement, seller's total liability arising out of this agreement for any claim, whether in contract, warranty, negligence, tort, strict liability, indemnity or otherwise, or for any loss or damage arising out of, related to this agreement or the performance or breach thereof, or any design, sale, installation, operation or use of the equipment or performance of any service under this agreement, in no event shall exceed the purchase price paid to seller by buyer for the specific equipment or portion thereof or for the services giving rise to the claim.

### **4. Export Sales and Compliance with Trade Laws**

In no event shall Seller be required to export or deliver technical information, data or Equipment if such export or Delivery is prohibited or restricted by any law or regulation of the U.S. Government, including departments, agencies and subdivisions thereof or any other applicable governmental agency of any country having jurisdiction, including the country in which the Equipment or Services to be sold, used or performed will be installed. In the event that Seller's performance of its obligations hereunder is prohibited by any applicable government agency, in whole or in part, or if the export or import of the equipment subject to this Agreement is excluded by the inability to obtain an export or import license within a reasonable time, as applicable, then Seller's obligations hereunder shall terminate at Seller's option, and Seller shall be entitled to reasonable cancellation charges. Unless otherwise agreed in writing by Seller, Buyer accepts full responsibility for exporting and importing any Equipment sold here under outside the U.S., the exporter of record and importer of record, and shall be responsible for submitting any document, obtaining any license required by the U.S. or other government agencies and pay all duties and taxes necessary for export and importation. Buyer agrees not to export, re-export or import any Equipment, technical information, or Seller data without full compliance with United States and other laws from countries that have jurisdiction and will cause the end user of the Equipment or Services to comply with such applicable laws.

Buyer warrants and represents that it fully complies with all applicable export and import laws, including but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations, and all of the U.S. regulations against boycott and embargo, and Buyer shall provide Seller with such written guarantees of performance as Seller may request from time to time. Specifically, Buyer agrees not to export, re-export, sell or lease any Equipment or components thereof or technical data supplied by Seller to a prohibited person, to a prohibited country, or for a use prohibited under the U.S. or any other applicable commercial law. Buyer agrees to indemnify and hold Seller harmless from and against all damages and expenses (including attorneys' fees) resulting from Buyer's breach of the applicable export and import regulations.

### **5. Compliance with Anti-Bribery Laws.**

The buyer warrants and represents that he is familiar with the requirements of the United States Antikickback Statute, Stark Law, Foreign Corrupt Practices Act and other similar national, state and local anti-bribery laws, including but not limited to the OECD Anti-Bribery Convention and the UK Bribery Act, which has not and will not violate laws that may be amended from time to time, and which has not offered and will not offer, do, or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Buyer shall provide Seller with such written warranties of compliance with such laws as Seller may request from time to time. Any payment, offer of payment, or agreement to make a payment that is contrary to the laws of the United States or the laws of the country in which it is made, or any other payment in conflict with this clause, shall constitute a material breach of this Agreement, and any obligation of

Seller hereunder shall terminate automatically in the event of default without further liability to Seller. Buyer agrees to indemnify and hold Seller harmless from and against all damages and expenses (including attorneys' fees) resulting from Buyer's violation of the requirements referenced in this section.

#### **6. Governing Law and Arbitration.**

This Agreement and any claim, controversy or dispute arising under or relating to this Agreement, the relationship of the Parties and the interpretation and enforcement of the rights and duties of the Parties is governed exclusively by the laws of the State of Georgia, excluding its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Georgia. Goods. Buyer waives all causes of action arising under this Agreement after one year from the date of occurrence of the event giving rise to any such claim, waives any claim or defense of sovereign immunity, and consents and will not contest personal jurisdiction in the local and federal courts of Miami FLORIDA, Except for bill collection disputes, any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof that cannot be resolved amicably within sixty (60) days, shall be resolved by binding arbitration. This agreement to submit to binding arbitration shall be specifically enforceable under applicable arbitration law. The arbitrator's award shall be final, and any court having jurisdiction may enter judgment. A Party wishing to invoke this arbitration provision shall notify the other party in writing of its intention to do so and the name of an impartial person who is knowledgeable in matters relating to Seller's industry to serve as arbitrator. If the other Party opposes the proposed arbitrator within fifteen (15) days, and the Parties fail to agree on an arbitrator within thirty (30) days thereafter, the arbitrator shall be appointed by the arbitral tribunal. For domestic sales, arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. For international sales, arbitration shall be conducted in accordance with the then-current International Arbitration Rules of the International Center for Dispute Resolution. Unless the Parties agree otherwise, all arbitrations shall take place and all related documents filed shall be in English in Miami FLORIDA, and the arbitrator shall apply the substantive laws governing as specified above. All awards made by the arbitrator shall be final and binding on the Parties and shall include interest from the date of any default or default and from the date of the award, until paid in full. Judgment may be rendered on any award or decision of the arbitration panel by either Party in a court of competent jurisdiction. The arbitrator may grant interim emergency relief in accordance with the applicable arbitration rules, and will award costs, fees, and other expenses of the arbitration, including reasonable attorneys' fees, to the Party not in arrears. If Buyer fails to promptly assume Seller's defense when required to do so as required in this Agreement, then Seller may defend itself with counsel of its own choice at the expense of the Buyer.

#### **7. Miscellaneous.**

This Agreement constitutes the entire and exclusive agreement between Seller and Buyer and there are no agreements, understandings, restrictions, warranties or representations between Seller and Buyer other than those set forth herein. If any provision, or any part thereof, of this Agreement is held invalid by any court or governmental agency of competent jurisdiction, or unenforceable for any reason, such provision shall be deemed revised and enforced to the maximum extent permitted by applicable law, and such nullity or unenforceability shall not affect the remainder of such provision or any other provision herein which shall remain in full force and effect. All obligations herein shall survive termination, expiration or termination of this Agreement. No term or condition is intended for the benefit of any third party, and Seller and Buyer do not intend that any term or condition be enforceable by a third party, including any end user of Equipment or Services. Seller's failure to insist upon strict performance of any term or condition hereunder shall not constitute a waiver of such term or condition, on any other occasion or a waiver of any breach. References to any legal provision, promulgation, order, regulation or other similar instrument shall be construed as a reference to the legal provision, promulgation, order, regulation or instrument amended, replaced, consolidated or re-promulgated from time to time and shall include any order, regulation, codes of conduct, instruments or other subordinate legislation made thereunder.

#### **Order cancellation policy:**

*No order can be canceled by the customer once the payment is made since it is a highly consultative sale, and all products have a high-performance guarantee that implies the replacement of the part or parts that may fail and the permanent assistance service in addition to the legal impediment for being a medical device.*

When the customer places an order with US HYPERBARIC NETWORK LLC, IT IS SHIPPED within 30 DAYS FROM THE WAREHOUSE and processed 24 HOURS AFTER THE accreditation of the payment of the ORDER.

#### **Returned Merchandise Policy:**

When you receive US HYPERBARIC NETWORK LLC merchandise from the shipping company, examine it carefully. If you receive a damaged box, examine the contents immediately and refuse delivery if the merchandise is damaged. If, after accepting/signing a product, you discover damaged merchandise, please call **1 (786)-589-9197** within 24 hours to report the damage and initiate the return authorization request. If shipping damage is not reported within 24 hours of product delivery, US HYPERBARIC NETWORK LLC will not be able to replace your damaged products. The transport company normally requires the customer to sign a document verifying that the goods were delivered in acceptable condition and without damage. Take photos and thoroughly document shipping damage to your products, as this will allow US HYPERBARIC NETWORK LLC, THE MANUFACTURER OR DISTRIBUTOR, to file an insurance claim with the freight shipping/logistics provider to initiate reimbursement for your cargo-damaged item. If the insurance claim is denied because the customer signs the proof of delivery, such as clean, without exceptions, and without noting any damage, keep in mind that the transportation company will generally deny such claims. If the carrier rejects the insurance claim, the customer will be responsible for the full purchase price of the damaged product and the replacement product. Again, we want to reiterate that you should never sign a proof of delivery form, without first documenting any damage that is present both on the outer packaging of the product and on the product itself.

The product replacement process begins with obtaining US HYPERBARIC NETWORK LLC, then issues you (the Customer) a Return Authorization Tracking Number and a specific return shipping address. The return shipping address varies. We have warehouses all over the country.

The default change return labels will be issued by; US HYPERBARIC NETWORK LLC. Please wait for the return instructions that we will send you by email. If you are issued a damaged product call tag and the warehouse subsequently discovers that the item is not damaged or defective, you will be charged the call tag plus any applicable restocking fees. Occasionally, US HYPERBARIC NETWORK LLC is not responsible for minor manufacturer's manufacturing/design changes that may occur with a product for improvement or regulatory compliance. US HYPERBARIC NETWORK LLC is not responsible for any color variations that may exist in certain products, as each web browser is unique and will display colors in the spectrum with a slight degree of uniqueness.

#### **Damaged Merchandise Disposal Policy:**

There are cases when the CARRIER of the product will review the images and information surrounding the merchandise damaged by the cargo. While US HYPERBARIC NETWORK LLC may repair or replace merchandise that is damaged during shipping, it may or may not authorize the return of damaged merchandise. This decision is made at the sole discretion of the freight carrier and is not something over which US HYPERBARIC NETWORK LLC has control. When USHN LLC or freight carrier does not authorize the return of damaged merchandise, the customer may discard, donate or recycle the damaged merchandise as it sees fit. US HYPERBARIC NETWORK LLC does not reimburse customers for costs associated with discarding, disposal, donating or recycling damaged merchandise. Do not discard, discard, donate or recycle any damaged merchandise until you have been instructed to do so, as the freight damage claim process may require up to 120 days to achieve final resolution. During the investigation and settlement phase of the freight claim, the damaged goods must remain in the possession of the customer/consignee.

#### **Cargo Inspection Insurance Policy:**

Sometimes, during cargo transit, hidden damage occurs to the product. To protect your purchase, it's important to follow these rules:

Follow these steps BEFORE signing:

1. Inspect: Open or unpack your item(s) and check for hidden damage. Make sure the items you received are the ones you ordered.
2. Document: With an ink pen, document any damage directly on the "Delivery Receipt".

When you sign the document at the end of delivery, you are legally signing a "Disclaimer", which means that you have inspected your order at the time of delivery to ensure that there is no damage. DO NOT SIGN any delivery form submitted by the delivery supplier until you have thoroughly inspected your products and packaging.

If you decide to sign and receive the product, you must document any damage to the product in the "Delivery Receipt". Your written documentation on the "Delivery Receipt" must explain any damage, defects, tears, breakages or

missing parts. Of course, if you are not comfortable with excessive shipping damage, you have the right to refuse delivery and request that the shipping company return the shipment.

Please note that if you choose not to follow these steps (inspect and document), your insurance policy is void.

Explaining the "Legal Jargon": The fine print on the freight "Delivery Tickets" indicates that everything is received in perfect condition. If you sign the "Delivery Ticket" without first inspecting the package and its contents, there will be no way to successfully file an insurance claim with the cargo provider. If you notice hidden damage later but did not inspect or document at the time of delivery, then the product replacement charge or any repair fees are your responsibility. Thank you for making sure we can protect your investment for you by following these steps.

#### **Lost/Lost Items Policy:**

If a shipping or trucking company reports that an item has been lost, this often means that the item has been misplaced as it moves through a complex supply chain that is impacted by global pandemics and other geopolitical factors. If the customer receives a communication from a cargo/shipping supplier that the item has been lost or misplaced, the customer should contact US HYPERBARIC NETWORK LLC immediately. US HYPERBARIC NETWORK LLC will file a follow-up claim to locate lost/undelivered items. Normally, we can locate the item within 72 hours and achieve resolution. If the item is considered permanently lost, we will work with the warehouse to have the product replaced and delivered to the customer.

#### **Undamaged merchandise return policy:**

##### Products cannot be returned.

Please review merchandise upon receipt and report any missing merchandise to US HYPERBARIC NETWORK LLC within 48 business hours. If shipping/packaging errors are not reported within 48 hours of product delivery, US HYPERBARIC NETWORK LLC will not be able to replace your missing products. All returned products require a Return Authorization Number (RA#). Confirm that your RA# is clearly marked on the outside of the case. Boxes of returned products, in the absence of an RA#, will be rejected by the warehouse and returned to the sender.

#### **Return instructions:**

If you decide you need to return an item that meets the return criteria, we will be happy to help you through the return authorization process. You are responsible for all return shipping costs, except when the products arrive damaged, in which case US HYPERBARIC NETWORK LLC will file an insurance claim with the shipping provider (e.g., UPS, FedEx, or US Mail). You will need to obtain a return authorization number from us. You will then need to send your products back to a warehouse address that we have provided to you. It's really a simple process. Use the following steps to help us take care of you!

1. To receive your return authorization number, please send an email to <mailto:returns@biobarica.com> or call us at (786)-589-9197 Get ready to tell us: A. Your order number (found on the invoice confirmation by email)
2. Make sure the case is acceptable for returns (as stipulated in this contract)
3. Sending product by mistake from our warehouses (receive the wrong merchandise), you will not be responsible for the return shipping costs. None of our items are returnable by federal law and state restrictions (Medical Device)
4. Upon receipt of your email or speaking with you, we will immediately issue a return authorization number and the shipping address of the warehouse where you will need to send it. The return shipping address varies with each product, so be sure to follow our email instructions that will provide the exact warehouse address.
5. If the customer incorrectly returns the goods to an incorrect warehouse address (because the delivery instructions of the return address were ignored), then the customer will be responsible for the charges associated with redirecting the package to its assigned inventory warehouse location. Remember to email us [returns@biobarica.com](mailto:returns@biobarica.com)
6. We cannot accept any package without a return authorization number on the outer label of the package!
7. For your protection, return the merchandise through a trackable shipping form (UPS, FedEx, USPS with delivery confirmation, etc.) in new and resalable condition, which contains all original manufacturer's packaging,

accessories, warranties, instruction manuals, etc. As a precautionary measure, you may wish to purchase shipping insurance, as we are not responsible for product damage incurred during the return of a product's shipment to the warehouse.

8. Returned items used, damaged or in non-resalable condition will not be refunded or replaced.

9. Once the product has been received by the supplier or warehouse of the manufacturer of US HYPERBARIC NETWORK LLC, we will credit the value to your bank account/credit card, less any applicable restocking fees. Allow approximately four to six weeks for credit to appear on your credit card statement.

10. There are exceptions to the return policy that apply to the sale of the items listed below. See the section below to read about return policy exceptions

#### **Exchange Policy:**

Due to our complex warehouse network, US HYPERBARIC NETWORK LLC does not allow direct exchanges of products.

The US HYPERBARIC NETWORK LLC exchange process requires us to follow these 4 steps:

A) The customer must place a new order for the new size, new replacement item that is desired.

B) Email: [returns@biobarica.com](mailto:returns@biobarica.com) to receive a return authorization number (RA#) and return shipping address for the product you wish to return. The return address varies, so please wait for instructions before shipping the item back to one of our designated warehouses.

C) After receiving your RA# and a warehouse shipping address, you must mail or send your return item to the designated return warehouse. After the returned item has been received and processed by the designated return warehouse, your credit card will be credited (less any applicable restocking fees).

#### **Package and parcel delivery refusal policy:**

After placing the order from US HYPERBARIC NETWORK LLC, if the customer refuses delivery of a package or if the package is returned as undeliverable to the delivery address that the customer provided, then the customer will be responsible for the rejection shipping costs, return shipping costs and product restocking fees up to 70%, unless the item was non-returnable. Non-returnable items that are rejected by the customer, at the time of delivery, will not be refunded. Make sure you understand how the ordered items will be delivered and arrange to receive the order when it arrives at the address provided with the US HYPERBARIC NETWORK LLC order. This policy applies to all orders from US HYPERBARIC NETWORK LLC and applies to both freight deliveries and standard ground deliveries.

#### **Unauthorized product returns:**

Unauthorized returns are essentially products that are returned to a distribution center/partner of US HYPERBARIC NETWORK LLC without a Return Authorization (RA) number. Unauthorized product returns are very expensive because the product may not be returnable or acceptable by the distribution partner, the product may have been shipped to an incorrect location in the distribution center, or the referenced product may be outside of its allowed return time window. In light of these factors, it is the policy of US HYPERBARIC NETWORK LLC not to issue a refund for unauthorized product returns. Again, unauthorized product returns are non-refundable. Contact US HYPERBARIC NETWORK LLC for a Return Authorization (RA) number, prior to shipping a product to a service center location. US HYPERBARIC NETWORK LLC reserves the right to refuse delivery of products that do not have a Return Authorization (RA) number clearly indicated on the outside of the package.

#### **Non-returnable Items Policy:**

After a non-returnable product has left the warehouse, the item cannot be returned.

#### **Personalized products are non-returnable:**

Custom items using the "Just in Time" manufacturing process cannot be returned. Custom manufacturing and just-in-time manufacturing are designed to keep your costs lower. However, with these cost savings, the resulting policy requires that all customized products are non-returnable.

#### **Non-returnable product categories:**

- Accessories/parts /spare parts - (cannot be returned - special order item).
- Custom ramps - (cannot be returned - special order item).
- Anything opened, used or tested - (cannot be returned)
- Cross-contamination law applies to hygiene products/toiletries/bath products/braces/foam cushions/cushions/stockings/wheelchair splints. Products that come into contact with the human body cannot be returned as they are single-use items for patients.
- Open Box items - (cannot be returned as they are discounted and designated as final sale items)
- Overlapping mattresses - (cannot be returned - due to hygiene laws)
- Oxygen concentrators - (cannot be returned - special order item)
- Special.

#### Used items are non-returnable:

For all product return requests (due to shipping error by USHN LLC), the customer has 30 days from the date of delivery, to contact US HYPERBARIC NETWORK LLC.com.

US HYPERBARIC NETWORK LLC will contact to repair the damaged or defective product in one of three ways:

#### MANUFACTURER US HYPERBARIC NETWORK LLC

1. The manufacturer can send you a spare part to repair the malfunction.
2. The manufacturer can send a service technician to assist in the repair.
3. The manufacturer can issue a return authorization number and have the product returned to the factory.

All written warranties of the product will be respected by the manufacturer of the product.

#### Prescription Item Policy:

Certain items sold by US HYPERBARIC NETWORK LLC require a prescription. If a product is marked as prescription required, then the customer must email or fax the doctor's prescription prior to shipment of the product.

Hospitals, nursing homes, and medical clinics are generally exempt from such requirements.

Licensed health care facilities can purchase most prescription items in advance, and the prescription would be required when the prescription item is delivered or administered to a patient. Before purchasing an oxygen concentrator, it is recommended that you meet with your doctor and discuss your condition. If appropriate, your doctor may prescribe oxygen therapy.

During cases, such as with the sale of an oxygen concentrator, US HYPERBARIC NETWORK LLC acts as a selling agent, and the prescription requirement is ultimately the patient's responsibility; specifically, when and if the patient is using oxygen for medical purposes.

#### International orders cannot be returned:

International orders paid by bank transfer or payment by certified bank check cannot be returned. All sales are final with respect to international orders. We do NOT have a return policy in international. US HYPERBARIC NETWORK LLC purchases shipping insurance on all international orders to cover shipping damage that may occur to products during international shipping. If your product is damaged, please notify us upon arrival of the product. We will file an insurance claim with the shipping provider so that the damaged products can be replaced. If a product is returned as unclaimed on an international shipment; Shipping rates and product restocking fees will apply. International customers are responsible for customs, taxes and levies that can be assessed by the local government when importing the product into the customer's respective country.

FedEx Cross Border international orders cannot be returned:

FedEx Cross Border is our external international logistics partner. FedEx Cross Border allows verified international customers to use their personal credit cards at checkout within the dedicated FedEx Cross Border international shopping cart. In addition, FedEx Cross Border allows its customers to add packages from multiple e-commerce companies located in the United States. Due to the complexity surrounding international tariffs,

taxes, duties, customs, clearance and logistics, FedEx Cross Border policy dictates that FedEx cross-border international orders cannot be returned. As per US HYPERBARIC NETWORK LLC policy and FedEx Cross Border policy, all sales are final with respect to FedEx cross-border international orders. When international customers pay through the FedEx Cross Border International Shopping Cart, FedEx Cross Border becomes the merchant, not US HYPERBARIC NETWORK LLC. Our company, US HYPERBARIC NETWORK LLC, LLC adheres to a standard 30-day return policy on orders domestic (USA), however, this is not possible with international orders due to the complexity FedEx Cross Border provides shipping insurance on all FedEx Cross Border international orders to cover shipping damage that may occur to products during international shipping. If your product is damaged, notify FedEx Cross Border upon arrival of the product. FedEx Cross Border will file an insurance claim so that damaged products can be replaced. Click here for full FedEx legal and policy information.

#### US HYPERBARIC NETWORK LLC Parts Replacement Policy:

US HYPERBARIC NETWORK LLC will provide its customers with the manufacturer's contact information and, when instructed to do so by US HYPERBARIC NETWORK LLC, the customer will need to speak directly with the product manufacturer to obtain replacement parts that were mistakenly omitted from a shipment, damaged during shipping, or to replace malfunctioning parts while covered by a manufacturer's warranty.

#### Installation Policy:

US HYPERBARIC NETWORK LLC is working to build the nation's first installation network of licensed and insured professional medical device installation technicians. After the customer submits and purchases a product installation order, our US HYPERBARIC NETWORK LLC Install-Pro installation coordinators work tirelessly to schedule your installation with up to five different parts. This service is all about custom manufacturing, logistics, planning and coordination. As a result of this complexity, expense and significant coordination investments made on its behalf, US HYPERBARIC NETWORK LLC has adopted the policy that installation returns and cancellations are prohibited after the customer has chosen to purchase the Custom Installation Service. Product installations cannot be cancelled after the custom manufacturing process has been initiated and logistics planning has been initiated with the installation contractor. This entire process normally begins shortly after the order has been placed. If during the installation process it is discovered that it is necessary to file a manufacturer's warranty claim due to a malfunctioning or malfunctioning part or component, it is the Customer's responsibility to contact the Manufacturer's Warranty Support Department and coordinate the filing of a warranty or warranty repair claim with the Product Manufacturer.

#### Manufacturer's Warranty Policy:

US HYPERBARIC NETWORK LLC is happy to assist customers with contact information to resolve any issues.

There are certain manufacturing partners who require US HYPERBARIC NETWORK LLC to serve as a liaison between Customer and Manufacturer when a Manufacturer's Warranty Claim is filed.

#### Disclaimer Regarding Website Errors and SKU Pricing Errors:

We make every effort to ensure that descriptions, dimensions, images, and prices are accurately presented in our database. In case a pricing error arises, we will do our best to promptly inform the customer. Where applicable, US HYPERBARIC NETWORK LLC will promptly refund your transaction if a pricing error has occurred. However, US HYPERBARIC NETWORK LLC reserves the right whether to supply a product. If a quote is submitted with a material error in the database price, US HYPERBARIC NETWORK LLC reserves the right to modify the quote and/or refuse to comply with the quote in these rare circumstances. Products may vary slightly in design and/or color of illustrations due to updates, modifications, and releases of new versions that are common with medical devices. Bottom line: unless product functionality is directly affected, no refund will be given. Prices on the US HYPERBARIC NETWORK LLC site are subject to change without notice.