



Terms and Conditions of Sale

For any Purchase transaction without a prior written and properly executed agreement with Dannik, the following Standard Terms and Conditions of Purchase shall apply unless the Customer, or the Customer's Group Purchasing Organization (GPO) has a written and properly executed Agreement with Dannik. In that instance the specific Terms and Conditions of such written Agreement will be controlling. It is the Customer's responsibility to comply with all such Agreements.

For the purposes of clarity, the "Company" is DANNIK and the "Customer" would be any firm or individual approved by the Company to Purchase Products or Services from the Company. The Company's Finance Department can be contacted either by telephone (1) 407-745-1698 or by email at accounting@dannik.us

1. Terms of Payment: Payment Terms are prepaid unless otherwise agreed upon in writing by the Company. Any outstanding amounts due to the Company, that are beyond the agreed to Terms of Payment, will be assessed a 1.5% interest rate, per month, or the highest rate allowable by law.
2. Recovery: the Company reserves the right to recover all reasonable expenses incurred in the collection of any outstanding debts to the Company, such as legal fees, processing fees, and any other related costs.
3. Taxes, Duties and Fees: any taxes, duties, Customs fees or other related fees to Customers Purchase Orders will be the sole responsibility of the Customer.
4. Invoice Discrepancy: any discrepancy that the Customer believes they have discovered must be reported to the Company's Finance Department within thirty calendar days of the Invoice date to be considered for any adjustment.
5. Shipping Methods: all Shipments will be route by carrier and method as defined on the Customers Purchase Order, following Incoterms 2020 Free on Board (F.O.B.) using the Customer's shipping account. For all other shipments, the Company's standard shipping method for all Customers in the United States will be via Ground or Economy method. All shipments to Customers that are outside the United States shall be via the most economical method. All freight and handling charges are the responsibility of the Customer unless otherwise agreed to in advance as well as in writing by the Company's Finance Department and the Customer.
6. Order Cancellations/Changes: Customer Purchase Orders that are cancelled by the Customer within 30 days of the Company's scheduled shipping date will be assessed a cancellation charge of 25% of the total value of the Purchase Order. Cancellation or changes for either special or custom products shall incur a 50% charge. Any Customer prepaid amounts will be retained as Credits, at the Company's sole discretion, for use toward future Customer Purchases.
7. No Resale: The Company's Products are intended solely and exclusively for the Customer's own use and shall not be re-sold or distributed without advance written authorization of the Company by the Company's Finance Department.

8. Re-Processing of Single Use Devices: Any re-processing of the Company's single use devices shall void any Warranty, and the Company assumes NO liability or responsibility for the product or any related injury or adverse event.
9. Dispute Resolution: any unsettled disputes or claims may be resolved, at the sole discretion of the Company, in accordance with the Commercial Arbitration Rules or upon judgement of the Courts of Orange County of the State of Florida, United States of America.
10. Governing Law: all transactions shall be governed by the laws of the State of Florida, United States of America.
11. Limited Liability: The Customer shall, at its sole expense, indemnify and hold the Company harmless for any losses, damages, costs, or penalties above and beyond the value of the Products Ordered by the Customer. The Company is NOT liable for any losses incurred by the Customer due to Product shortages or failure in the Company's Supply Chain or other related processes to deliver Product on a scheduled date and time.
12. The Company has the right, upon written notice to the Customer (by email or other method), to demand immediate and full payment of any amount due in the event of a breach of contract or violation of the Terms and Conditions of this Document, or is believed to have an impaired ability to pay.
13. Force Majeure: The Company shall NOT be liable to the Customer for direct, indirect, consequential, incidental, punitive or other damages arising from a Force Majeure event. The occurrence of a Force Majeure event shall not excuse a Customer from Performing its obligation or duties under the Terms and Conditions of this document, but will suspend such obligations up to but not exceed thirty calendar days.
14. Confidentiality: Confidential or proprietary information exchanged as a result of any and all business transactions between the Customer and the Company shall not be disclosed to any third party without expressed written consent of both the Customer and the Company.
15. Non-Solicitation: during the period of time the Company and the Customer have a commercial relationship and for a period of one year from the date of that commercial relationship terminates, the Customer agrees that they shall not, directly or indirectly, solicit, encourage, entice or induce employees or consultants to leave the employment or retainer of the Company or any of its affiliates. Provided, that this restriction shall not prevent general advertising or employment opportunities not specifically directed to the employees, consultants or contractors of the Company.
16. Post Market Surveillance and Traceability: the Customer agrees to maintain and track all Post Market Surveillance information, per US CFR 820 and ISO 13485. Customer, at the discretion of the Company, agrees to supply the Company within five calendar days with their findings from any Post Market Investigation or within the timeframes established by the US FDA and ISO 13485 requirements.
17. Document Retention: The Customer agrees to maintain all documentation related to the Company approved distribution of the Product for ten years or the life of the Product, whichever is longer. All documentation regarding distribution will be provided to the Company upon the Company's request, within five calendar days of the request. The Company agrees to maintain all



documentation related to the distribution of the Product for ten years or the life of the Product, whichever is longer.

18. Requests for Information:

- Call DANNIK Customer Care at:
- (1) 407-745-1698
- Email DANNIK Customer Care at:
 - info@dannik.us
- Visit DANNIK's Website at:
 - www.dannik.us
- Write DANNIK at:

DANNIK LLC

Atten: Customer Care

941 West Morse Blvd. Suite 100

Winter Park, Florida 32789 USA