

STANDARD TERMS AND CONDITIONS OF SALE

Payment Terms

Femasys Inc. permits payment using purchase orders and/or credit cards (MasterCard, Visa and American Express). Method of payment will be established at account registration. All sales are subject to credit approval. All purchase order sales are net thirty (30) days from date of invoice, which is the date of shipment from Femasys Inc. Femasys Inc. reserves the right to charge a service charge of 1.5% per month (or the maximum rate permitted by law, if less) on unpaid balances over thirty days. Customer agrees to pay all reasonable attorneys' fees and expenses incurred by Femasys Inc. in enforcing its rights hereunder.

Taxes

The amount of any present or future federal, state, or local taxes required to be collected or paid by Femasys Inc. will be added to the invoice and paid by the Customer. Tax exemption certificates must be submitted to Femasys Inc. prior to placement of orders, or applicable taxes will be added to the invoice.

Method of Shipment and Freight/ Handling Charges

All products are sold FOB Femasys Inc., and shipped via Federal Express. Freight charges will be prepaid by Femasys Inc. and added to the Customer's order. In addition, a nominal handling charge may be added to each order. Insurance, if required, must be specified by Customer at its own cost. Femasys Inc. shall not be liable and assumes no responsibility for any loss or damage sustained by Customer due to inability to meet a specified delivery date. Shipping discrepancies must be reported within ten (10) days from receipt of merchandise.

Title & Risk of Loss

Title of, and risk of loss to, products shall transfer to Customer upon shipment.

Returned Goods Policy

This Policy applies to all customers and transactions. We reserve the right to reject any return that does not comply with the terms of this Policy. All returns require a Returned Goods Authorization (RGA) number. You may obtain an RGA by calling Femasys' Customer Service Department at 1-877-336-2562. An RGA Number is valid for 30 days after issuance and all authorized returns must be made within 30 days of the invoice date. All efforts will be made to assist you in meeting the 30 day requirement. Should you decide to keep your product after obtaining your RGA authorization, please advise us by calling the number listed above. We will gladly cancel your authorization. Product may be returned for any item that has been shipped in error or found to be defective. Damaged items will require the appropriate inspection and/or documentation that would allow Femasys to file the appropriate claim with the carrier. Returns may be rejected due to the physical condition of the items received in our warehouse. When returning product that is not defective, damaged, or a Femasys shipping error, the following terms and conditions apply: 1) items must be received in unopened boxes with original packaging intact, 2) the expiration date on all product must have a shelf life of not less than six months from date received in our warehouse, 3) expired items may not be returned, and 4) items not in salable condition due to improper storage, spoilage, or damaged packaging are not returnable. Returns that are not for defect, damage or error will be subject to a 30% restocking fee. Your RGA authorization will be provided with instructions on contacting the carrier, costs relating to freight and/or restocking fees as applicable. These fees will be deducted from the credit issued. All quality issues, damaged product or returns that are the result of a Femasys error, will be returned at Femasys' expense. All other returns must be shipped prepaid to:

Femasys Inc.
Attn: Returned Goods
3950 Johns Creek Court, Suite 100
Suwanee, GA 30024

*All authorized returns must have the RGA number clearly marked on the outside of the package.

Damaged Shipments

Damage or shortage should be noted on the freight bill. If damage is observed after opening, notify the transportation company and request a hidden damage report. No adjustment, credit, or duplicate shipment can be made until written documentation is received by Femasys Inc.

Limited Warranty

For a period of twelve (12) months from the date of invoice, Femasys Inc. will replace (free of charge) products which Femasys Inc. finds defective in materials or workmanship. Femasys Inc. is not responsible for, and shall have no obligation with respect to, any failure caused by normal wear and tear, misuse, unauthorized alterations, accident, neglect, use of nonstandard accessory attachments, and/or improper maintenance. Femasys Inc. does not verify the safety or efficacy, and makes no warranties – expressed or implied – with respect to any non-Femasys Inc. components included at Customer's request or any components or products used other than as expressly intended by their manufacturer. THIS LIMITED WARRANTY CONTAINS THE CUSTOMER'S EXCLUSIVE REMEDIES. FEMASYS INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF ITS PRODUCTS. FEMASYS INC. DOES NOT GIVE ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer Service

Normal business hours are 8:30am to 5:00pm, EST, Monday through Friday.

Website: www.femasys.com
Toll-Free Phone: +1.877.336.2562
Fax: +1.404.581.5903

Prescription Licenses

Customer will maintain all licenses and consents required for the purchase of prescription products, and upon reasonable notice, Customer shall furnish appropriate license information to Femasys Inc.

Product Traceability

Customer is responsible to maintain product traceability for each individual product delivered by Femasys Inc. Customer will comply with any product recalls initiated by Femasys Inc. and will notify Femasys Inc. of any Customer complaints on Femasys' products.

Indemnification

Customer agrees to hold Femasys Inc., and its employees, officers, directors, agents, successors and assigns harmless from and against any and all losses, claims, and damages (including reasonable fees and expenses of counsel), as they are incurred, which arise out of or are related to any claim by a third party of personal injury or other loss to the third party caused by alleged negligence on the part of the Customer or its employees, agents, or assigns. This provision shall survive expiration or termination of this Agreement.

Term

Unless there is a specific termination provision in a document signed by Customer and Femasys Inc., Femasys Inc. may terminate this Agreement and its obligations to Customer at any time upon one hundred twenty (120) days advance written notice to Customer and immediately upon written notice to Customer if Customer fails to pay Femasys Inc. when due any amount it owes Femasys Inc. or otherwise breaches these Standard Terms and Conditions. Termination or expiration of this agreement shall not affect Customer's obligation to pay Femasys Inc. all amounts it owes Femasys Inc. (including interest and attorneys' fees) nor shall it affect any provision intended to survive expiration or termination.

Force Majeure

Femasys Inc. shall not be liable for any delays in delivery from any cause beyond its control including, without limitation, acts of God, fire, flood, strike, lockout, factory shutdown, supply shortage, priority request, riot, war, or embargo. In the event of shortage of supply of materials or goods for any reason, Femasys Inc. may allocate its available supply among itself and its Customers in a manner determined by Femasys Inc. in its sole discretion.

Modification and Legal Compliance

Customer shall not modify or alter the products in any way. Customer shall conduct its business in compliance with all applicable laws, statutes and ordinances and shall comply with all applicable governmental rules and regulations in force with respect to the products.

Standard Terms and Conditions

These Standard Terms and Conditions supersede any provisions, terms and/or conditions contained in any purchase order or other writing submitted by Customer to Femasys Inc. and the provision, terms, and/or conditions of any such purchase order or other writing submitted by Customer are of no force or effect. These Standard Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Georgia.