

## STANDARD TERMS & CONDITIONS OF SALE

For all products, including Sientra® brand Breast Implants, Tissue Expanders, Viality™ Lipoaspirate Wash System, BellaFill®, Silhouette Instalift, Avéli®, Tiger Guard™, Tiger View™, Amplifine PRP, alloClae™

### OVERVIEW

By purchasing our products, you (“You,” “Your,” or the “Purchaser”) expressly acknowledge that You have read, understand, and agree to be bound by the following Terms and Conditions of Sale (the “Terms & Conditions”). Please read these Terms & Conditions carefully before purchasing our products. If You do not agree to all the Terms & Conditions, then You may not purchase our products. Your purchase of our products constitutes Your acceptance of these Terms & Conditions.

You can review the most current version of the Terms & Conditions at any time on this page at [tiger-aesthetics.com/terms\\_and\\_conditions](http://tiger-aesthetics.com/terms_and_conditions). Tiger Aesthetics Medical, LLC (“TAM”) reserves the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to this page. It is Your responsibility to check this page periodically for changes. Your continued purchase of products from TAM following the posting of any changes constitutes Your acceptance of those changes.

### PROVIDER CREDENTIALS

**Sientra® brand Breast Implants, Tissue Expanders, and Viality Lipoaspirate Wash Systems** are prescription medical devices and U.S. federal law restricts the sale of these products to sale by or on the order of a licensed physician. BellaFill®, Silhouette Instalift, Avéli®, Tiger Guard™, Tiger View™, Amplifine PRP and alloClae™ are prescription medical devices and U.S. federal law restricts the sale of these products to sale by or on the order of a physician or other licensed practitioner.

TAM sells Sientra® brand Breast Implants only to licensed physicians who are Board-certified in the specialty of plastic or reconstructive surgery, or who are otherwise Board-admissible in the specialty of plastic or reconstructive surgery (e.g., by virtue of having completed the training and other prerequisites required for permission to take Board examinations).

By purchasing these products from TAM, You represent that You are duly licensed to use these products pursuant to U.S. law and these terms and conditions, or are purchasing them on order of a person who holds such license and qualifications. Additionally, by purchasing these products, you represent that the physician and/or provider associated with this practice has sufficient training, experience, and expertise to purchase and administer the Product(s) sold by TAM. You certify that you are aware of the products’ approved indications and will use the products in compliance with all applicable laws.

TAM reserves the right to verify the credentials of all persons purchasing these products and to refuse sales to any person who does not meet these requirements.

### PATIENT DECISION CHECKLIST

You understand and acknowledge that the sale and distribution of **Sientra® brand Breast Implants** is restricted to users and/or user facilities that provide information to patients about the risks and benefits of the device prior to use in the form and manner specified in TAM’s approved product labelling. The most recent version of the approved product labelling is available at [tiger-aesthetics.com/tiger-aesthetics-medical-resources-instructions-for-use/](http://tiger-aesthetics.com/tiger-aesthetics-medical-resources-instructions-for-use/). By purchasing Sientra® brand Breast Implants, You represent and warrant that You are familiar with TAM’s approved product labelling, including the Patient Decision Checklist attached hereto as Appendix A, and that You shall ensure that:

- (a) the Patient Decision Checklist is provided to prospective patients by the implanting physician prior to their surgery;
- (b) the Patient Decision Checklist is reviewed by the implanting physician with the patient to assure that the patient understands the risks, benefits, and other information associated with the implantation of Sientra® brand Breast Implants;
- (c) the patient is provided with an opportunity to initial and sign the designated portions of the Patient Decision Checklist to document that the patient has been informed of the risks, benefits and other information associated with the implantation of Sientra® brand Breast Implants and has determined to proceed with the implantation of Sientra® brand Breast Implants; and
- (d) the implanting physician signs the designated portion of the Patient Decision Checklist to document that the physician has discussed the risks and benefits of Sientra® brand Breast Implants as well as the

risks and benefits of available alternatives and has addressed all questions from the patients.

You understand and acknowledge that breach of the above representations and warranties may result in a suspension or termination of Your ability to purchase Sientra® brand Breast Implants from TAM.

### **SINGLE USE ONLY, NO RESALE**

Sientra® brand Breast Implants, Tissue Expanders, Viality Lipoaspirate Wash System, BellaFill®, Silhouette Instalift, Avéli®, Tiger Guard, Tiger View, Amplifine PRP and alloClae™ are single-use products only. Purchaser shall ensure that units of these products are used once and only once in delivering patient care, and TAM conveys no rights or licenses to Purchaser other than the right to use those units once and once only. No right or license is granted to Purchaser or any other person to resterilize, reprocess, remanufacture, reconstruct, or reverse engineer any Sientra® brand Breast Implants, Tissue Expanders, Viality Lipoaspirate Wash System, BellaFill®, Silhouette Instalift, Avéli®, Tiger Guard, Amplifine PRP and alloClae™. These products are sold for use by healthcare practitioners only in delivering patient care, and no right or license is granted to Purchaser to resell, transfer, assign or otherwise convey such products for any purpose other than delivering patient care.

### **PRODUCT ORDERS**

Purchaser may order products from TAM by placing an order with TAM, who will generate an order acknowledgement via email. Orders may be placed by written, telephonic or electronic means. Purchaser hereby expressly authorizes their TAM representative to place orders on their behalf. By placing an order with TAM, Purchaser expressly agrees to be bound by TAM's then-existing standard terms and conditions of sale that are expressly incorporated by reference into each Invoice. In the event of a conflict between the current terms and conditions of sale and any prior terms and conditions of sale, the current terms and conditions shall govern. TAM shall make any updated terms and conditions of sale available to Purchaser at [tiger-aesthetics.com/termsandconditions](http://tiger-aesthetics.com/termsandconditions) or shall provide them on written request of Purchaser.

#### **Breast Products (Implants and Tissue Expanders)**

PPO (Provisional Purchase Orders) is the default product ordering method for Sientra® brand Breast Implants, and Tissue Expanders that allows the Purchaser to order limited quantities of Sientra® brand Breast Implants and breast Tissue Expanders and to be invoiced 35 days after shipment of the Products used and/or kept by the Purchaser.

Purchaser shall have thirty-five (35) calendar days from the Surgery Date to return any unused Products to TAM, using the pre-paid return shipping label provided. Customers will be able to change the surgery date once per order. On day 35, Purchaser shall be billed for any product that is not returned. If Purchaser returns the product between 36-60 days, TAM will provide a 75% credit; if Purchaser returns any product between 61-90 days, TAM will provide a 50% credit. No returns will be accepted and no credit will be permitted on returns made after the 91<sup>st</sup> day.

No credit will be issued on products that have been opened, are expired, have been damaged, or which were involved in a sale out of bankruptcy or otherwise obtained from a person other than the Purchaser identified on the Invoice.

As a courtesy, TAM will provide Purchaser with reminders at the 25-day mark to return unused product to avoid being billed.

Any cosmetic order above the maximum size of 21 and any reconstruction above 50 will be billed at a surcharge of \$250.

#### **All Other Products (non-Breast Products)**

SSO (Standard Sales Orders) are the primary order method for all other TAM products.

Purchaser is invoiced upon shipment and must have provided TAM with a validly-issued credit card to keep on file, with payment made at time of shipment of ordered product.

Standard sales orders are final and products are non-returnable.

TAM will replace any defective product when timely notified by Purchaser, provided the product has not been opened, expired, or damaged.

### **PAYMENT TERMS, FINANCIAL RESPONSIBILITY & LATE CHARGES**

Purchaser must pay TAM the total purchase price in accordance with the payment terms set forth on the Invoice. Time for payment is of the essence. Purchaser shall make payment to TAM in full and clear funds in the manner specified on the Invoice. Purchaser shall make payment at the time of any order (and before shipment) for AlloClae, Avéli, BellaFill, Silhouette InstaLift, Amplifine PRP, and Viality (unless the Viality order also includes implants or Tissue Expanders.)

Payment may be made by check, ACH, wire transfer or credit card. Where payment is by credit card, Purchaser hereby expressly authorizes TAM to charge Purchaser's credit card on file for the total amount due in accordance with the payment terms set forth on the relevant Invoice. If payment is not made by the date set forth on the Invoice, or Purchaser otherwise becomes delinquent in the payment of any sum due TAM (howsoever arising), then, in addition to any other remedy which it may be entitled to at law or equity, TAM may cancel or suspend any or all sales orders of Purchaser and/or refuse to make future shipments to Purchaser, and may charge the purchaser interest at 1.5% per month (or the maximum rate allowed by law) until payment in full is made.

## **SALES TAX**

Items purchased may be subject to sales/use tax in accordance with the state tax laws in the state to which the order is shipped. If the Purchaser is a tax-exempt entity, or is purchasing items pursuant to an exemption available in its home state, or is purchasing items for resale, then the purchase may be eligible for tax-exempt treatment. TAM reserves the right to request additional information for purposes of complying with state sales tax laws.

## **SHIPPING**

TAM offers free **ground** shipping on all domestic orders. For **Sientra® brand Breast Implants, Tissue Expanders, Viality Lipoaspirate Wash Systems** with a surgery date within ten (10) days of the order date, TAM will provide free 2-day shipping. Customers requesting expedited shipping other than as provided above will be charged for the cost of expedited shipping. TAM assumes no liability for additional cost or damages resulting from late deliveries. All shipments are FOB Freight Prepaid at TAM's facility, at which point title and all risk of loss will pass to Purchaser.

## **TRANSFER OF OWNERSHIP**

For PPO orders, title to (and ownership of) all Products shipped shall pass to the Purchaser, and Purchaser shall be deemed to have purchased such Products, upon the first to occur of: (1) the opening of the outer packaging, (2) implantation of a Product in a patient, (3) damage to the Product by the Purchaser (due to improper handling, storage or otherwise), or (4) failure to return any Product prior to the close of the return window, 35 days post-surgery date for PPO orders. All risk of loss with respect to the Products shall pass to Purchaser upon delivery of the Products to the Purchaser's facility.

For SSO orders, title to (and ownership of) all Products shipped shall pass to the Purchaser, and Purchaser shall be deemed to have purchased such Products, upon delivery to TAM's authorized, insured shipping agent.

## **EXPLANTED DEVICE RETURNS & REPORTING**

By Federal law, explanted **breast implants** and **Tissue Expanders** must be returned by Purchaser to TAM along with the reason for explanation together with appropriate documentation. All explanted breast implants and Tissue Expanders must be returned in a Sientra® Explant Return Kit. Please contact the TAM Customer Experience Team at 888.708.0808 for a Sientra® Explant Return Kit and instructions.

## **WARRANTY & DEVICE TRACKING**

**Sientra® brand Breast Implants** are subject to the Food and Drug Administration's device tracking requirements. By purchasing Sientra® brand Breast Implants, You agree to comply with the device tracking requirements and complete all device tracking information for implanted Sientra® brand Breast Implants. Device tracking information may be provided by completing and returning TAM's device tracking forms, participation in the National Breast Implant Registry (NBIR), or completion of device tracking information in Aesthetic One.

**For Sientra® brand Breast Implants only**, TAM provides the Sientra® Platinum20™ Product Replacement and Limited Warranty Program to all patients implanted on or after May 1, 2018. The full Terms & Conditions for this program can be found at [tiger-aesthetics.com/tiger-aesthetics-medical-resources-instructions-for-use](http://tiger-aesthetics.com/tiger-aesthetics-medical-resources-instructions-for-use). For patients implanted prior to May 1, 2018, please consult the applicable documentation available at [tiger-aesthetics.com/tiger-aesthetics-medical-resources-instructions-for-use](http://tiger-aesthetics.com/tiger-aesthetics-medical-resources-instructions-for-use).

EXCEPT AS PROVIDED HEREIN, OR OTHERWISE SET FORTH ON THE PRODUCT PACKAGING, NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IS PROVIDED BY TAM AND TAM DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY NATURE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT TAM KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE).

## **No Transfer of Accounts**

Transfer of an Account from the Facility/Physician named on the Account to another Facility/Physician is prohibited without TAM's written consent; absent such consent, the Account must be closed, and a new Account must be opened for the new Customer.

### **Change of Name and Address**

You agree to immediately notify us in writing (including by electronic mail) to Customer Experience in the event that you change your name or address.

### **CHOICE OF LAW**

The Terms & Conditions of all sales are governed by Delaware law. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement and the relationship created thereby, whether sounding in contract, tort, statute or otherwise, shall be governed by the laws of the State of Delaware, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of any other jurisdiction.

### **DISPUTE RESOLUTION**

In the event of a dispute arising out of or relating to any Invoice, product, procedure or these Terms and Conditions, TAM and Purchaser shall resolve such dispute by final and binding arbitration in accordance with the American Arbitration Association's ("AAA") Commercial Arbitration Rules then in effect. The arbitration shall be held in Philadelphia, Pennsylvania, and the governing law of the arbitration shall be Delaware law as provided herein. The arbitration shall be held before a single arbitrator. Unless TAM and Purchaser agree otherwise, they shall be limited in their discovery to directly relevant documents. The award of the arbitrator shall be final and binding upon TAM and Purchaser and shall be the sole and exclusive remedy regarding any claims, counterclaims, issues, or requests for declaratory, accounting, or other relief presented to the arbitrator. THE ARBITRATOR SHALL NOT AWARD PUNITIVE, COVER, EXEMPLARY, MULTIPLIED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LOST PROFITS DAMAGES OR ATTORNEYS' FEES. TAM AND PURCHASER EACH IRREVOCABLY WAIVE THEIR RIGHTS TO TRIAL OF ANY ISSUE BY JURY. The costs of arbitration shall be apportioned by the arbitrator in the award. The arbitrator shall have the power to grant any remedy or relief that the arbitrator deems appropriate, including specific performance in the event of noncompliance of its orders or awards as well as interim, conservatory, or provisional measures, and any such measures may be enforced in a court of competent jurisdiction. TAM and Purchaser shall submit to any court of competent jurisdiction for purposes of enforcement of any award, order, or judgment in any arbitration brought under this section. By agreeing to arbitration, neither TAM nor Purchaser intend to deprive any court of its jurisdiction to issue an injunction, attachment or other interim measure in aid of arbitration prior to the appointment of the arbitrator.

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