BEAVER-VISITEC INTERNATIONAL SALES LIMITED—RETURN POLICY

- 1. BVI will accept product returns only to the extent that such products were purchased directly from BVI, subject to the following terms and conditions:
 - · No return will be accepted for full credit without a Return Material Authorization (RMA) issued by BVI.
 - All product returns must have an RMA attached with the return paperwork.
 - A 30% restocking fee of the value of the returned products (with a minimum charge of €50/ £45 /\$65), will apply to authorised returns that
 arrive without the RMA referenced.
- 2. To obtain an RMA, please phone/fax/email request to:

UK — Tel: +44(0) 1865 601256

Fax: +44(0) 1865 595761

Email: ordersuk@bvimedical.com

- 3. In order to issue the RMA, please include the following information:
 - Purchase information (Purchase Order, Sales Order No or Invoice No.)
 - · Reason for Return-including type of damage
 - Product Information (Material Number, Lot Number, UOM, Pallet Condition, Expiration Date & Quantity)
 - Contact Information (Contact Name and Telephone, Fax Number or Email (preferred))
 - For Distributors, requested pricing must reference previous order pricing. Otherwise, BVI will price returns at the published Best Distributor Price
- 4. NO RMA or CREDIT will be given for the following:
 - Product returned WITHOUT authorisation
 - · Product not purchased from BVI or through an Authorised Distributor
 - · Products that contain drugs
 - · Products that are temperature controlled
 - Products returned with conditions that prevent resale. Examples include, but are not limited to:
 - Special ordered or custom made products
 - Obsolete or discontinued products
 - Opened products

- Expired product or product outside minimum dating requirements
- Units of measure less than BVI's original unit of issue
- 5. Notwithstanding Paragraph 6, all products MUST be returned within 45 days of the Original Shipment Date to be eligible for full credit. If returned product is shipped after the 45 day expiration of the Original Shipment Date and the product is received in saleable condition and within shelf life guidelines, BVI will charge a 30% Restocking Fee of the value of the returned products (with a minimum charge of €50/ £45 /\$65) for processing the product.
- 6. BVI will apply full restocking fees of 30% of the value of the returned products, with a minimum charge of €50/ £45 /\$65. Such restocking fees are applicable, but not limited to:
 - · Excess inventory/overstock
 - Products no longer required
 - · Incorrect delivery address

- · Incorrect part number
- · Refused delivery
- 7. Product received damaged or defective, as well as any freight shipped in error by BVI, will be accepted freight collect by a BVI preferred carrier with no restocking fee. Otherwise, the returning party pays the restocking fee of 30% of the value of the returned products, with a minimum charge of €50/ £45/\$65.
- 8. Returns are to be shipped to the address indicated on the authorised RMA form.
- 9. All product returned with expiration dating must meet acceptable BVI shelf-life guidelines and must be in original, full shipment container. (Ex. for original, full shipment container: If product was originally bought as a Shelf Pack, then a Shelf Pack must be returned.) Please contact BVI to identify expiration or container requirements for a specific material number.
- 10. An RMA will only be issued to the original ship-to location and to the business enterprise that originally purchased <u>BVI product</u>. If any other <u>business entity</u> (i.e. hospital) ships off an RMA issued to the original purchaser, any subsequent denial of credit due to a violation of terms and conditions noted above will be absorbed by the <u>Distributor</u> who requested the RMA.
- 11. Product, which an account has discontinued or which is lost to another dealer, should be reported to BVI within 30 days of notification of loss. Return of product for full credit (outside the above conditions) is subject to the approval of BVI.
- 12. BVI will not issue credit for products returned in a condition that prevents resale. Examples include, but are not limited to:
 - Product not in original shipment container
 - Product with customer labels and/or tape
 - Product with pen/marker marks on original packaging container
 - Damaged product (including damaged product not communicated to BVI prior to return)
 - Product container contaminated with foreign matter (oil, grease, etc.)
- Temperature sensitive/controlled product
- Units of measure less than BVI's original unit of issue.
- When returning smaller items, BVI highly recommends utilising over-pack boxes to reduce the opportunity of product damage.
 The application of carrier labels to the original packaging can invalidate your credit.

13. Applicable Restocking Fees:

| BVI Products (Excluding Endo Optiks® Endoscopy Products) | | Endo Optiks® Endoscopy Products | |
|--|---------------------------|---------------------------------|---------------------------|
| Calendar Days From Original | | Calendar Days from Original | |
| Shipment Date | Fees | Shipment Date | Fees |
| 0-45 Calendar Days | No Fees* | 0-30 Calendar Days | 15% Restocking Fee |
| 45-90 Calendar Days | 30% Restocking Fee | 31-60 Calendar Days | 20% Restocking Fee |
| 91 Calendar Days or more | Not Returnable, NO CREDIT | Over 60 Calendar Days | Not Returnable, NO CREDIT |

^{*}Excludes Returns noted in Paragraphs 5 and 6 above.

PRODUCTS RECEIVED THAT ARE DEEMED UNACCEPTABLE FOR RESALE BASED ON THE ABOVE GUIDELINES WILL BE DENIED CREDIT AND IMMEDIATELY DESTROYED.

BVI reserves the right to modify its Return Policy without prior notice.

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