

These Standard Terms and Conditions (“Terms and Conditions” or “Agreement”) apply to the sale by RCM Enterprise L.L.C. dba Naked Prosthetics, or one of its subsidiaries or affiliates (“Naked Prosthetics” or “NP”) of any goods and/or services sold to a Customer (“Customer”) (Naked Prosthetics and Customer hereinafter respectively referred to as a “Party” or collectively the “Parties”) as ordered by a Customer without reference to a specific agreement and/or subject to a credit application, Naked Prosthetics’ Sales Order, purchase order or other form of a purchase document (collectively referred to as “Purchase Order”).

Naked Prosthetics sells solely to Prosthetic and Orthotic facilities who employ certified and licensed practitioners, i.e. Physicians, Prosthetist/Orthotist, Occupational and Hand Therapists; credentialed to fit the device(s) to the patient/amputee. We do not sell our devices directly to amputees. If you are an amputee, and interested in one of our devices, please talk to your prosthetist to see if it might be suitable for you.

This document explains the Terms and Conditions on which all products or services are made available and/or provided by Naked Prosthetics. Please review carefully before placing an order for any products or services. By placing an order for products and/or services, you agree to comply and be bound by these terms.

---

### **Customer Accounts**

#### **New Customers**

Orders will be shipped C.O.D. until credit has been established. Open accounts will be established only after receipt of a completed credit application. Request an application by telephone at (888) 977-6693 or by email at [info@npdevices.com](mailto:info@npdevices.com). New Customers must complete a New Customer Form with their business information and return it to the Customer Experience team before an order can be processed. Additionally, either a Naked Prosthetics’ Sales Order or a detailed purchase order from the Customer must be received prior to manufacturing. Our Sales Order must be signed by an authorized purchaser of the Customer. A Customer’s purchase order is subject to acceptance by Naked Prosthetics. In the absence of such acknowledgment, commencement of delivery of the Products and/or Services and acceptance of such delivery by Customer shall constitute a firm contract between Customer and Naked Prosthetics on the Terms and Conditions hereof.

#### **Open Domestic Accounts**

Once a completed and signed credit application has been received and approved, the account will be open with terms of NET 30. If we are unable to approve credit application, then the account will remain on C.O.D. or C.C. until an open account is approved.

#### **Prices and Payment Terms**

Contact Customer Experience for a copy of our most recent price list or for customized price quotes. **Our payment terms are Net 30 Days.** All major credit cards, checks, ACH and wire transfers are accepted. Credit/Debit card payments are subject to a 3% processing fee. The prices for the Products and/or Services are as stated in the Purchase Order, and if applicable, any quotations, specifications, etc., approved in writing by an authorized agent of Naked Prosthetics, or if not applicable, on Naked Prosthetics’ general price lists. Naked Prosthetics reserves the right to alter product design, specifications, materials, and prices without prior notice.

#### **Taxes**

Unless specified in the Purchase Order, the prices stated do not include sales, use, or similar taxes directly applicable to the Products or Services sold to Customer. Notwithstanding the foregoing, Customer shall only be responsible for such taxes when Naked Prosthetics is required by law to collect such taxes from Customer. Such taxes shall be separately stated on Naked Prosthetics’ invoice. Naked Prosthetics shall not add such taxes to Customer’s invoice if Customer has provided a valid tax exemption certificate.

### **Past Due Accounts**

If Naked Prosthetics has not received payment from Customer prior to the expiration of thirty (30) days after Customer's receipt of any invoice, Customer will be deemed in default of payment and may incur late payment charges. Naked Prosthetics reserves the right to suspend shipments to Customer if any portion of the account(s) becomes past due. If Customer's account is turned over to an outside collection agency, the Customer will be responsible for any collections and attorney fees. **Outstanding account balances are subject to a 1.5% per month service charge; an effective annual rate of 18%.**

---

### **Ordering, Cancellations & Returns**

#### **Placing An Order**

You may place an order via phone, fax, or email. If you are ordering for the first time, or would like us to evaluate your patient's candidacy, contact Customer Experience at (888) 977-6693 and we will be happy to assist you.

#### **Changes in Orders**

Before final preparation of shipment of Products, Customer may request to make changes in the quantities of Products ordered. In such an event, Naked Prosthetics will notify Customer if any such changes increase or decrease Naked Prosthetics' cost of completing the Purchase Order or the time required for its performance, and Naked Prosthetics will try to suggest an equitable adjustment in accordance with such changes.

#### **Shipping Policy**

Products are shipped from Naked Prosthetics. Each package is insured against loss or damage. Cost of special delivery and/or air shipments must be authorized in advance by Naked Prosthetics. All Products shall be shipped in their original packaging and Naked Prosthetics will make reasonable efforts to consolidate multiple orders in a single shipment. The delivery dates and locations are as stated in the Purchase Order. Products shall be delivered, F.O.B. Shipping Point (shipment, handling, insurance pre-paid by Customer) no later than the delivery date indicated on the Purchase Order.

The Customer is to inspect immediately and notify Customer Experience of any damaged goods within twenty (24) hours of receipt.

#### **Cancellation Policy**

If the order is canceled for any reason after the device(s) is/are submitted for design, but prior to manufacturing, we will charge/retain a minimum \$500 USD cancellation fee.

#### **Return Policy**

**Each Naked Prosthetics device is custom fabricated specifically for the anatomy and medical condition of the individual at the time of measuring, and cannot be returned for credit or refund. \***

\*GripLock Fingers are not custom-fabricated, and unused or like new GripLock Fingers can be exchanged for new sizes within 90 days of device shipment. GripLock Fingers cannot be returned for credit. Unopened anchors and anchor componentry may be returned for a refund.

### **Additional Terms**

#### **Independent Contractor**

None of the provisions of this Agreement are intended to create and none shall be deemed or construed to create any relationship between the Parties, other than that of independent contractor. The Parties are independent entities contracting with each other solely for the purpose of effectuating the provisions of this Agreement. This Agreement is not intended, and shall not be construed, to create a venture, partnership, association, trustee-beneficiary relationship, principal-agent relationship, or fiduciary relationship between the Parties.

#### **Insurance**

Naked Prosthetics maintains policies of general liability and product liability insurance. Proof of insurance is available upon request.

#### **Accounting**

Naked Prosthetics and Customer shall each maintain books and records of account pertaining to this Agreement and all transactions conducted hereunder in accordance with standard accounting principles. Naked Prosthetics and Customer shall each have the right to examine such books and records at the offices of the other, during business hours, upon reasonable advance notice and in such a manner as not to unduly interfere with the other Party's operations.

#### **Notices**

All notices, requests, demands, approvals, consents, waivers, and other communications required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be (a) delivered personally, (b) mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, (c) sent by next-day or overnight mail or delivery, or (d) sent by facsimile transmission, provided that the original copy is also sent by methods (b) or (c) set forth above in this Paragraph. Any Notice shall be deemed effective and given upon delivery (or refusal to accept delivery).

#### **Use of Name**

Customer agrees that it will not use the name of Naked Prosthetics or any of its affiliates in connection with this Agreement without first obtaining on each occasion the written consent of Naked Prosthetics.

#### **Confidentiality**

"Confidential Information" refers to any (a) technical or design information related to the Products; (b) business or financial information, including but not limited to product plans, costs, or prices; and any information designated by a Party as confidential or proprietary. The Parties shall hold in confidence any information designated by a Party as Confidential Information and will exercise the same degree of care to protect it from disclosure that it uses to protect its own Confidential Information of similar importance. Each Party shall only use the other Party's Confidential Information as necessary to perform its obligations hereunder and will return or destroy it at the request of the disclosing Party or upon the termination or expiration of this Agreement. Confidential Information does not include information: (a) otherwise available from a third party, without any limitations on its use, distribution, or disclosure; (b) in the public domain; or (c) known to the receiving Party prior to its disclosure, as evidenced by written records. The Parties hereby covenant that they shall not disclose Confidential Information to any third party without prior written authorization of the disclosing Party; provided, however, that the Parties agree that Confidential Information may be disclosed to each Party's employees and agents for such Party's own internal purposes.

#### **Restrictions to Resale**

Customer acknowledges and agrees not to, without Naked Prosthetics' prior written consent, transfer, reproduce, duplicate, copy, sell, trade, re-sell, lease, exploit or otherwise distribute or participate in distributing any Product or Service (a) outside the United States and U.S. Territories, or (b) through Internet Sales. For avoidance of doubt, the term "Internet Sales" means the sale of any Naked Prosthetics Product or Service that has been ordered (a) by a consumer or end-user on any internet website not authorized by Naked Prosthetics, or (b) as a result of any

advertisement to a consumer or end-user on any internet website.

### **Compliance with Laws**

The Parties agree to comply with all applicable laws affecting this Agreement and its performance, and any similar state or other laws and regulations. Each Party shall obtain and maintain all registrations with governmental agencies, commercial registries, or any other offices which may be required under local law to perform its obligations under this Agreement. Each Party shall be responsible for ensuring compliance with U.S. Export Control and Economic Sanctions Regulations. Customer acknowledges that the Products may be subject to export restrictions by the U.S. government and/or import restrictions by certain foreign governments. Unless authorized by a license or regulation, Customer must not export or re-export the Products, directly or indirectly, to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval. Customer is responsible for complying with any local laws in its jurisdiction which may impact its ability to import, export, or use the Products.

### **Binding Effect: No Assignment**

This Agreement is binding upon and inures to the benefit of the Parties, their respective heirs, executors, administrators, successors, and assigns. Customer may not assign this Agreement or subcontract any of its obligations without the prior written consent of Naked Prosthetics.

### **Interpretation**

The Parties agree that this Agreement is the product of all their efforts, and that it should not be interpreted in favor of any one Party merely because of a Party's efforts in preparing it. The Parties acknowledge that each has had an opportunity to have its counsel review and revise this Agreement and that any rule of law or legal decision that would require interpretation of any claimed ambiguity against the Party drafting it shall have no application to this Agreement and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the Parties.

### **Conflict of Terms**

In the event of a conflict between these Terms and Conditions and the provisions and specifications of the Purchase Order, these Terms and Conditions shall govern, unless specifically overridden in writing by Naked Prosthetics.

### **Force Majeure**

Neither Party shall be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond the Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, disease epidemic or pandemic, or passage of law or any action taken by a governmental or public authority, including imposing of an embargo.

### **Waiver**

The waiver on any one occasion of a breach of any term, condition or obligation of this Agreement shall not be considered a waiver of that or any other term, condition, or obligation on any other occasion.

### **Severability**

If any provision of this Agreement is found to be invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement will remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein. However, if the resulting change in this Agreement materially affects the intent or purposes of the Parties in first entering into this Agreement or otherwise has a material adverse effect on either Customer or Naked Prosthetics, then such affected Party may terminate this Agreement upon thirty (30) days advance written notice to the other. During this notice period, if the other Party chooses to mitigate the damage of the change so that the change is no longer material, the cause for termination will be deemed cured.

**Entire Agreement**

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes any other existing agreements, representations or promises exchanged by the Parties with respect to the same subject matter, whether verbal or written. This Agreement may not be modified except through a writing that is signed by all the Parties.

**Amendment**

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties. No alterations in any of the terms, conditions, delivery, price, quality, quantity, or specifications shall be effective unless the alteration is expressly acknowledged and accepted in writing by Naked Prosthetics.

**Binding Agreement**

By entering into this transaction, Customer agrees to be bound by the provisions of this Standard Terms and Conditions of Sale.

**Privacy & GDPR**

At Naked Prosthetics we value and respect the personal information our customers choose to share with us. Any sensitive data you provide, such as your name, address, or contact information, will be securely protected and used solely to deliver the best possible service to you. We are committed to never selling or trading your personal data with any other organizations. While our commitment to safeguarding your personal information remains unchanged, we have detailed our policies [here](#) in compliance with the General Data Protection Regulation (GDPR).

**Governing Law and Jurisdiction**

This Agreement and all matters relating thereto will be construed and controlled by the laws of the State of Washington, without regard to the conflict of laws and the provisions thereof, and each Party consents to the exclusive jurisdiction of the federal and state courts located in Thurston County, Washington, USA.

**Mandatory Information**

Your information may also be used to send an occasional newsletter, provided that you opt in during your purchase or subscribe through our website. We use [Mailchimp](#) to manage these emails, and you can unsubscribe at any time by clicking the link at the bottom of the email. Read [MAILCHIMP'S privacy policy](#).

If you choose to provide your telephone number, it will be used to contact you regarding the management of your prosthetic devices. We will only use your telephone number for marketing or other purposes with your explicit consent.

**Content**

Our CMS (content management system) is provided by [WordPress](#). Read [WORDPRESS'S privacy policy](#). We also use the following services to help present the content on NP:

- + Instagram
- + Twitter
- + Facebook
- + LinkedIn

**Contact Us**

If you have any questions about our privacy policy, or the ways in which we use your data, please contact us at: [marketing@npdevices.com](mailto:marketing@npdevices.com). Visit our [Resources](#) page for marketing resources and more.