

Terms & Conditions of Purchase

1. Conditions of Transactions.

Upon written acceptance of this Quote or Invoice, as applicable, (email being acceptable), the buyer agrees to all terms and conditions of this Quote or Invoice (the “Terms”), including without limitation, all pricing, payment and shipment terms. No other terms or conditions shall apply to the Quote and/or Invoice (as applicable) or any products referenced in the Quote or Invoice, as applicable, unless agreed to by Varsity Health & Training Solutions, LLC in writing. All orders shall additionally be subject to acceptance and approval by Varsity Health & Training Solutions, LLC, at Varsity Health & Training Solutions, LLC sole discretion.

2. Entire Agreement.

These Terms comprise the complete and final agreement between Varsity Health & Training Solutions, LLC and Customer concerning the subject matter of the attached Quote or Invoice (as applicable), and supersede all prior negotiations, proposals, representations, commitments, understandings, or agreements between the parties, either written or oral.

3. Quotations and Pricing

The attached Quote or Invoice (as applicable) reflects the pricing for all products and services being purchased by Customer. Pricing is inclusive of any travel-related expenses that may be incurred by Varsity Health & Training Solutions, LLC in connection with the provision of such products and services. The pricing set forth on the attached Quote or Invoice (as applicable) is valid for seven (7) days after issuance and may be subject to change or cancellation thereafter.

Documents are for Customer’s “own use” and will not be sold or distributed to a third-party.

4. Payment Terms and Taxes

All payments shall be made in U.S. dollars and must be received within 30 days of confirmed processing of the purchase order. Payments shall be made via credit card, check, wire transfer or ACH. Customer shall be responsible for all federal, state, and local taxes, including income, excise, use, and sales taxes, and customs and import duties. Sales tax may be added to the invoice in accordance with the laws and regulations of the applicable taxing authorities.

Accounts delinquent over 30 days of the due date will be charged at a rate the lesser of (i) 2% per month (or 24% per annum) or (ii) the maximum amount permitted by law. Delivery and Shipping.

A 2.99% processing fee will be added to all payments made by credit cards. For payments by credit card please call Varsity Health & Training Solutions, LLC at **631-643-9896**. Products and/or services will not be shipped, delivered or otherwise provided until the credit card information has been received and processed by Varsity Health & Training Solutions, LLC.

Checks should be made payable to “Varsity Health & Training Solutions, LLC” and mailed to 60 Remington Blvd., Suite B, Ronkonkoma, NY 11779.

All delivery/performance dates are approximate and shall not be deemed to represent fixed or guaranteed delivery dates. Varsity Health & Training Solutions, LLC will use reasonable efforts to meet the indicated delivery dates but shall not be held liable for any loss or damage caused by delay resulting from labor disputes, damage, damage to facilities, failure of contractors, subcontractors, or suppliers to fulfill scheduled deliveries, or any other cause outside Varsity Health & Training Solutions, LLC reasonable control or causes which make Varsity Health & Training Solutions, LLC performance commercially impracticable. All Products shall be shipped FOB Origin, Freight Pre-Paid and Added to Invoice, with Customer being responsible for freight and all other shipment and delivery costs, including, without limitation, packaging, carrier costs, and additional cost for expedited shipments. Varsity Health & Training Solutions, LLC may, in its sole discretion, deliver products to Customer's designated location. Any Purchase Orders previously accepted by Varsity Health & Training Solutions, LLC may be canceled at any time upon notice to Customer.

It is Customer's responsibility to advise Varsity Health & Training Solutions, LLC of any inaccuracies contained in the shipping address set forth on this Quote or Invoice (as applicable) and Varsity Health & Training Solutions, LLC shall not be liable for any delays in shipment resulting from a failure by Customer to provide a correct shipping address. Once accepted, this Invoice or Quote (as applicable) cannot be canceled and there will be no refunds issued following acceptance.

5. Scheduled Services; Confirmation and Cancellation Policy

For all scheduled services, including but not limited to trainings, inspections, and related services, Varsity Health & Training Solutions, LLC will make reasonable efforts to confirm appointments at least fourteen (14) calendar days prior to the scheduled date and time. If the Customer does not provide written confirmation of the appointment at least five (5) business days before the scheduled service, Varsity Health & Training Solutions, LLC reserves the right, in its sole discretion, to cancel the appointment. In the event of such cancellation, a cancellation fee of \$500 will be assessed to the client. Varsity Health & Training Solutions, LLC further reserves the right, in its sole discretion, to (i) waive the cancellation fee, (ii) proceed with services confirmed less than five (5) business days in advance, or (iii) make exceptions to this policy as deemed appropriate by Varsity Health & Training Solutions, LLC.

6. Consents/Waivers.

Customer shall be solely responsible for obtaining and maintaining any and all consents, authorizations, approvals, and waivers necessary or required for Varsity Health & Training Solutions, LLC to provide the products and services referenced in the Quote or Invoice (including any training or inspection related services) to Customer. Without limiting the foregoing, Customer shall be solely responsible for obtaining all legally required consents, permissions, or authorizations from a parent, legal guardian, or other authorized representative in connection with services provided to any minors or individuals lacking legal capacity if such minors or individuals wish to participate in or will be present during the performance of any services. Customer represents and warrants that all such consents and waivers shall be obtained prior to Varsity Health & Training Solutions, LLC commencing the agreed upon services. Varsity Health & Training Solutions, LLC shall be entitled to rely upon Customer's confirmation that all required consents

and waivers have been properly obtained, and shall have no liability or responsibility whatsoever for Customer's failure to obtain any required consents, authorizations, approvals, permissions, or waivers, including any consent required from a parent, legal guardian, or authorized representative. Any claims, damages, or liabilities arising from Customer's failure to obtain such required consents or waivers shall be Customer's sole responsibility and liability, and Customer agrees to indemnify Varsity Health & Training Solutions, LLC for any claims asserted against Varsity Health & Training Solutions, LLC based on such failure on the part of Customer.

7. Insurance.

Upon Customer's written request, Varsity Health & Training Solutions, LLC shall provide the Customer with a current Certificate of Insurance evidencing the Varsity Health & Training Solutions, LLC existing insurance coverage.

8. Returns.

All sales are final and returns will not be accepted by Varsity Health & Training Solutions, LLC.

9. Incentives

Customer acknowledges that if Customer is a medical provider or participates in a federal or state healthcare program, any incentive, discount, rebate, or reward offered under this Agreement may constitute a discount or reduction in price subject to Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(a) (the "Anti-Kickback Statute"). To the extent Customer is subject to the provisions of the Anti-Kickback Statute, Customer agrees that it shall disclose any such discounts or reductions in price under any state or federal program that provides cost or charge-based reimbursement to the Customer for the Products covered by this Agreement.

10. Compliance with Laws

Customer agrees to comply with all applicable state, federal and local laws and regulations with respect to the use of any products and services and complete and submit all required information documentation to applicable governmental agencies, including without limitation an appropriate collaborative agreement with an emergency health care provider, as required by Section 3000-b of the New York State Public Health Law.

11. Warranty

Manufacturer warranties apply. Varsity Health & Training Solutions, LLC does not offer additional warranties, including merchantability or fitness for purpose. Any failure by Customer to use the products in accordance with product instruction and specifications will result in the warranty being voided. Varsity Health & Training Solutions, LLC may repair, replace, or refund at its discretion.

CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY OR FOR ANY BREACH OF THE CONTRACT DOCUMENTS SHALL BE, AT VARSITY HEALTH & TRAINING SOLUTIONS, LLC OPTION, TO REPAIR OR REPLACE THE PRODUCT, OFFER A CREDIT OR OFFER A REFUND.

12. Limitation of Liability

IN NO EVENT SHALL VARSITY HEALTH & TRAINING SOLUTIONS, LLC OR ITS OFFICERS, DIRECTORS AND EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY CUSTOMER, OF ANY KIND WHATEVER AND HOWEVER CAUSED, AND WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, AND EVEN IF FORESEEABLE OR SUFFERED IN CIRCUMSTANCES WHERE VARSITY HEALTH & TRAINING SOLUTIONS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

13. Force Majeure

In the event that Varsity Health & Training Solutions, LLC is prevented from performing or is unable to perform any of its obligations under the Invoice due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of Varsity Health & Training Solutions, LLC, Varsity Health & Training Solutions, LLC performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.

14. Waiver of Jury Trial

CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THESE TERMS AND THE INVOICE.

15. Governing Law

These Terms will be governed by and construed in accordance with the applicable laws of New York, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Suffolk County, New York.

16. Non-Solicitation.

Customer agrees that Customer shall not directly or indirectly solicit, contact or attempt to solicit or contact any employees of Varsity Health & Training Solutions, LLC for the purpose of hiring such employee or inducing such employee(s) to provide services or products directly to Customer or to leave Varsity Health & Training Solutions, LLC employ or discontinue providing services on behalf of Varsity Health & Training Solutions, LLC.

17. SMS Terms

By opting in, you agree to receive text messages from Varsity Health & Training Solutions related to appointments, scheduling, and customer service. Message frequency varies. Consent to receive text messages is not a condition of purchasing any products or services. Message and data

rates may apply. Reply STOP at any time to unsubscribe. Reply HELP for assistance, or contact us at (631) 643-9896. For more information on how your data is used, see our Privacy Policy.

18. Miscellaneous

No course of dealing between the parties or any waiver of a breach of any provision of the these Terms shall constitute a waiver of any other breach of such provision. Should any provision of these Terms be held invalid or unenforceable, the remaining terms will remain in full force and effect. Each party shall be deemed an independent contractor of the other. Neither party shall be deemed an agent of the other.

All information set forth in this Quote is the confidential and proprietary information of Varsity Health & Training Solutions, LLC and may not be shared with third parties without the prior written consent of Varsity Health & Training Solutions, LLC.

