OUTCOME BASED TECHNOLOGIES
RECOVERY BUILT AROUND YOU

Sales Terms and Conditions

These Sales Terms and Conditions ("Terms") govern all sales of products and services by Outcome-Based Technologies, LLC ("OBT", "we", "our") to any customer, including healthcare providers, orthotic and prosthetic (O&P) and durable medical equipment (DME) suppliers and distributors ("Customer"). By opening an account, placing an order or accepting delivery, Customer agrees to these Terms.

1. Orders and Acceptance

- Orders are placed through OBT's ordering methods and must include complete patient scan data and order information.
- An order is accepted when OBT confirms it or begins fabrication.
- Orders may be canceled without charge before fabrication begins. Once fabrication has begun, orders cannot be canceled.
- Delays may occur if scans, required information or approvals are incomplete.

2. Pricing

Prices are those set for Customer's account or stated in OBT's written quote or invoice. Pricing may vary by customer. OBT may change prices with 30 days' written notice; orders accepted before the change are invoiced at the previous price.

3. Additional Fees

Additional fees may be charged, at OBT's current rates for Customer's account, for the following services when they are required or requested:

- Oversized or Complex Anatomy Fabrication Fee (82-10300)
- Manual Anatomical Height Adjustment Fee (82-10301)
- Patient Scan Modification or Optimization Fee (82-10302)
- Expedited, overnight or special-handling shipping, and reshipment of orders returned for an incorrect address or refused delivery

Where practical, OBT will tell Customer before an additional fee is incurred.

4. Payment Terms

- Payment is due before shipment unless OBT has approved Net 30 terms for Customer in writing.
- Net 30 invoices are due 30 days from the invoice date and are paid by check or ACH. Credit cards are not accepted on Net 30 terms.
- Credit card payments are subject to a 3% processing fee, shown on the invoice.
- OBT may set, change or withdraw credit terms and credit limits at any time.

5. Late Payment

- Past-due balances accrue interest at 1.5% per month, or the highest rate permitted by law if lower.
- OBT may hold or cancel orders, or require prepayment, while any balance is past due.
- Customer is responsible for reasonable costs of collection, including attorney fees.

6. Taxes

Prices do not include taxes. Customer pays all applicable sales, use and similar taxes unless a valid exemption certificate for the ship-to state is on file with OBT.

7. Production and Shipping Times

After receipt of a complete order, OBT will make every reasonable effort to ship Levion™ Cervical Collars within 5–10 business days and Levion™ BamDex™ Pad Sets within 1–3 business days, as stated in OBT's Shipping Policy. Equipment issues, machine downtime or other production interruptions may delay shipment. Shipping dates are estimates and are not guaranteed.

If a product is needed by a specific date, Customer must email info@obtdme.com with the order details and the required date. OBT will confirm whether the date can be met.

OBT is not liable for delays caused by events beyond its reasonable control, including equipment failure, supplier or carrier disruptions, weather, natural disasters or government action.

8. Shipping, Title and Risk of Loss

- Shipping charges are prepaid by OBT and added to the invoice unless otherwise agreed.
- Title and risk of loss pass to Customer when OBT delivers the product to the carrier.
- Shipping methods, delivery estimates and damage reporting are described in OBT's Shipping Policy.

9. Returns and Warranty

Products are custom-fabricated for an individual patient and are not returnable except as provided in OBT's Return Policy. Product warranties are provided only under OBT's Limited Warranty Policy. Except as stated in that policy, OBT makes no other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

10. Limitation of Liability

OBT's total liability for any claim relating to a product or order is limited to the amount Customer paid for that product or order. OBT is not liable for indirect, incidental, special or consequential damages, including lost profits or lost reimbursement.

11. Coverage, Coding and Reimbursement

OBT does not guarantee insurance coverage or reimbursement. Customer is solely responsible for coding, billing and claims for products it dispenses or bills.

12. Compliance

- Customer will comply with all laws that apply to its purchase, dispensing and billing of OBT products.
- Discounts, rebates and credits may be discounts under the federal Anti-Kickback Statute. Customer must fully and accurately report them where required, including on cost reports or claims submitted to federal health care programs.
- Nothing in these Terms or in any pricing is offered or intended as an inducement for the referral of patients or business.

13. Patient Information

OBT receives patient information to design, fabricate and support custom devices for the patient's treatment. OBT handles patient information as described in its HIPAA & PHI Policy. OBT does not act as a business associate of Customer and does not enter into Business Associate Agreements with customers. Customer will send patient information only through OBT's secure ordering methods.

14. Resale, Labeling and Traceability

- Customers who resell or dispense OBT products may do so only in the states approved on their account.
- Products must be supplied in OBT's original packaging, with OBT's labeling and Instructions for Use, and must not be modified, relabeled or repackaged.
- Customer will keep records linking each product serial number to the patient who received it, and will provide them to OBT on request.
- Customer will cooperate with any product correction, removal or recall, including contacting affected patients when asked.

15. Complaints and Adverse Events

Customer will report to OBT any product complaint, malfunction, injury or adverse event involving an OBT product within 2 business days of becoming aware of it, by email to info@obtdme.com or by phone at (888) 609-2563.

16. Governing Law

These Terms are governed by the laws of the State of Arizona, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona.

17. Entire Agreement and Changes

- These Terms, Customer's account application and OBT's published policies form the entire agreement for each sale.
- Terms in Customer's purchase orders or other documents that add to or conflict with these Terms do not apply unless OBT agrees in writing.
- OBT may update these Terms. The version published at www.levionusa.com when an order is accepted applies to that order.

Contact Us

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