OUTCOME
BASED TECHNOLOGIES
RECOVERY BUILT AROUND YOU

PURCHASING GENERAL TERMS AND CONDITIONS

These Purchasing General Terms and Conditions ("Agreement") govern the purchase of goods and services by Outcome-Based Technologies, LLC ("OBT", "Buyer", "we", or "our") from any supplier, vendor, contractor, or service provider ("Seller"). By accepting a purchase order, providing goods or services, or otherwise engaging in business with Buyer, Seller agrees to these terms and conditions.

1. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between Buyer and Seller regarding the purchase of goods and/or services ("Goods").

Any additional or conflicting terms proposed by Seller are rejected unless expressly agreed to in writing by Buyer.

2. Orders

Buyer may issue purchase orders ("Orders") from time to time for Goods or services.

Seller's acceptance of an Order, shipment of Goods, or commencement of performance constitutes acceptance of this Agreement.

3. Pricing

Prices shall be as stated in the applicable Order and shall remain firm unless otherwise approved in writing by Buyer.

If pricing is omitted, Goods shall be billed at the lower of the last quoted price, last paid price, or prevailing market price.

4. Taxes

Applicable taxes shall be separately stated on Seller's invoice.

Buyer shall only be responsible for taxes Seller is legally required to collect.

5. Payment Terms

Unless otherwise agreed in writing, payment shall be made prior to shipment.

Seller shall provide a detailed invoice for each Order.

Payment may be made by credit card, ACH transfer, wire transfer, or other approved electronic payment method.

6. Delivery

Time is of the essence for all Orders.

Seller shall deliver Goods in accordance with the delivery schedule specified by Buyer.

Seller shall immediately notify Buyer of any anticipated delays and take all reasonable steps to mitigate such delays.

Risk of loss remains with Seller until delivery is completed at Buyer's designated location.

7. Expedited Shipping

If Buyer pre-approves expedited shipping charges in writing, Seller shall ensure delivery on or before the required delivery date.

Failure to meet the required delivery date may result in denial of expedited shipping reimbursement.

8. Packing & Shipping

Goods shall be properly packaged to prevent damage during transportation and comply with all applicable carrier requirements.

Additional packing, crating, or shipping charges must be pre-approved in writing by Buyer.

9. Inspection & Acceptance

Buyer may inspect Goods during manufacturing, upon delivery, or after receipt.

Inspection or payment does not constitute acceptance of defective or non-conforming Goods.

10. Warranties

Seller warrants that all Goods shall conform to specifications, be free from defects, be merchantable, and fit for their intended purpose.

Seller further warrants that all Goods shall comply with applicable laws, regulations, and governmental safety standards.

Unless otherwise agreed, warranty coverage shall extend for a minimum of one (1) year from delivery.

Buyer may require repair, replacement, refund, or credit for defective Goods at Seller's expense.

11. Order Changes

Buyer may modify specifications, quantities, schedules, or shipping instructions by written notice.

Seller shall notify Buyer promptly if such modifications impact pricing or delivery timing.

12. Order Termination

Buyer may terminate an Order for convenience or default at any time by written notice.

Seller shall immediately stop work upon receiving termination notice and use reasonable efforts to minimize costs.

13. Set-Off

Buyer may offset amounts owed to Seller against amounts Seller owes Buyer.

14. Intellectual Property Infringement

Seller shall indemnify and defend Buyer against any claims alleging infringement of intellectual property rights related to the Goods.

15. Indemnification

Seller shall indemnify and hold harmless Buyer from all claims, damages, liabilities, losses, and expenses arising from Seller's Goods, services, negligence, or breach of this Agreement.

16. Regulatory Compliance

Buyer is a medical device manufacturer subject to regulatory requirements.

Seller agrees to cooperate with audits, quality reviews, and reasonable compliance requests related to Buyer's regulated operations.

17. Compliance with Laws

Seller shall comply with all applicable federal, state, local, and international laws and regulations.

18. Confidentiality

Seller shall maintain the confidentiality of all non-public Buyer information, including drawings, specifications, product information, processes, pricing, and technical data.

Confidential information shall not be disclosed or used except as necessary to perform under an Order.

19. Buyer Property & Information

All Buyer-supplied materials, tooling, designs, specifications, and data remain the exclusive property of Buyer.

Seller shall safeguard Buyer property and return it upon request.

20. Assignment

Seller may not assign or subcontract obligations under this Agreement without Buyer's prior written consent.

21. Limitation of Publicity

Seller shall not issue press releases, advertisements, or public statements regarding Buyer or the business relationship without prior written approval.

22. OSHA & Safety Compliance

Seller warrants that Goods comply with all applicable OSHA requirements and related safety regulations.

23. Equal Employment Opportunity

Seller shall comply with all applicable equal employment opportunity laws and regulations.

24. Non-Waiver

Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement rights.

25. HIPAA & Protected Health Information (PHI)

Seller acknowledges that Buyer operates within the healthcare and medical device industry and may receive, access, transmit, or store protected health information ("PHI") in connection with certain products, services, or business activities.

Seller agrees to maintain appropriate administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of PHI and other sensitive healthcare-related information.

Seller shall comply with all applicable federal and state privacy and security laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, when applicable to Seller's services or activities.

Seller shall immediately notify Buyer of any unauthorized access, disclosure, security incident, or suspected breach involving PHI or confidential healthcare-related information.

26. CODING

The responsibility for accurate coding, billing, and claim submission lies solely with the healthcare provider or supplier treating the patient. Outcome-Based Technologies, LLC ("OBT") assumes no responsibility or liability for coding decisions, claim submissions, reimbursement outcomes, denials, audits, or compliance determinations made by providers, suppliers, or third-party billing entities.

Any coding information, suggestions, or guidance provided by OBT are based on OBT's best judgment at the time provided and are intended for informational purposes only. Such information is subject to revision, correction, or withdrawal without notice based on additional information, changes in regulations, coding updates, payer policies, or other factors.

Medicare, DME MAC policies, Local Coverage Determinations (LCDs), Policy Articles, HCPCS coding guidance, payer requirements, documentation standards, and reimbursement methodologies are continually evolving and subject to change. Providers and suppliers are solely responsible for independently verifying all coding, coverage, medical necessity, documentation, and billing requirements applicable to their specific circumstances and jurisdiction.

OBT makes no representation or guarantee regarding reimbursement, coverage, payment, coding accuracy, claim approval, or compliance outcomes.

Responsibility for maintaining compliance with all applicable federal, state, local, payer, and regulatory requirements rests solely with the provider or supplier treating the patient. OBT assumes no responsibility or liability for a provider's or supplier's inability to remain compliant with applicable laws, regulations, payer requirements, or billing standards.

27. Governing Law

This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of law principles.

The Parties consent to exclusive jurisdiction in the state and federal courts located in Maricopa County, Arizona.

28. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

29. Entire Understanding

This Agreement and all applicable Orders constitute the full understanding between the Parties regarding the purchase of Goods and services.

30. Contact Information

Outcome-Based Technologies, LLC
7830 E Gelding Dr, Suite 300
Scottsdale, AZ 85260
T. (888) 609-2563
F. (888) 619-5948
Email: info@obtdme.com
Website: www.obtdme.com