

<Customer name and address>

**MOVAIR**  
**Sales & Quality Terms and Conditions**

**LUISA<sup>®</sup>**

Life Supporting Ventilation  
with **High Flow Oxygen Therapy**

**LÖWENSTEIN**  
medical



**All prices and sales policies subject to change without notice.**



Rev date: 6/24/2021

## LUISA® Pricing and Shipping Charges:

### LUISA Price:

#### Terms of Payment:

For Products covered by Non-Cancellable Purchase Orders, the percentage upfront payment (if any) specified in that Purchase Order is due 30 days prior to the scheduled delivery date shown in the Purchase Order, and the balance Net 30 days (based upon credit approval).

For Cancellable Purchase Orders, Net 30 days.

#### Part/Ordering Number: 31390US-1110

Included with each LUISA Purchase:

- LUISA ventilator
- Expiration module, disposable
- LUISA carrying case
- Single circuit
- Power supply
- Power cord
- Set of 12 pollen filters/fine filters
- Set of 2 air filters/coarse dust filters
- USB-C flash drive, packed
- Instructions for use
- LUISA accessory bag

#### FREIGHT CHARGES USA (EXCLUDING ALASKA AND HAWAII)

GROUND	2 <sup>ND</sup> DAY	OVERNIGHT
\$32.00	\$108.00	\$185.00

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**Ordering Information:**

All orders require Dealer to issue an appropriately completed written purchase order to MOVAIR in the form attached as Exhibit A. All Purchase Orders must be sent electronically by fax or emailed. All orders must be acknowledged in writing by MOVAIR before becoming effective.

Orders should be faxed or emailed to: [orders@movair.com](mailto:orders@movair.com)

Fax: 888 793 2319

Direct Phone: 512-326-3244

**Payment Remit Address:**

MOVAIR

P.O. Box 18238

Austin, TX 78760

**Shipping:** Prepaid and added to invoice.

## **LUISA TERMS AND CONDITIONS**

The following terms and conditions apply to all sales by MOVAIR (“MOVAIR”) of the LUISA, parts and accessories (as the context requires, “LUISA” or “Product”) to the purchaser of Products hereunder (“Dealer”) and incorporates by reference the pricing and ordering information above and the exhibits attached hereto (collectively, the “Agreement”).

### **Purchase Orders**

All Purchase Orders must be in writing, properly completed and be in the form of, or comply with the requirements in, Exhibit A-1 (Non-Cancellable Orders) or Exhibit A-2 (Cancellable). MOVAIR may, in its sole discretion, accept or decline purchase orders submitted by Dealer; any acceptance will be evidenced by MOVAIR’s written confirmation. This Agreement, inclusive of all exhibits hereto and compliant Purchase Orders delivered in accordance herewith, collectively comprise the entire agreement between MOVAIR and Dealer (the “Parties”) and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement prevails over any different or conflicting terms or conditions, regardless of any other terms and conditions embodied in any other purchase inquiries, purchase orders, confirmations, invoices or other documents. Fulfillment of Dealer's order does not constitute acceptance of any such different or conflicting terms or conditions and does not serve to modify or amend this Agreement.

### **Modifications and Change Orders**

This Agreement may not be amended or modified except by a written Change Order. Change Orders shall be in writing and signed by both MOVAIR and Dealer, shall specify any new terms, amendments or modifications in specific reference to this Agreement and the applicable Purchase Order, and shall be subject to approval by each Party in its sole and absolute discretion.

### **Delivery**

Pricing and sales for all Products is F.O.B. MOVAIR’s facility. Dealer assumes title, control and the risk of loss for Products the moment the carrier signs the bill of lading, and Dealer assumes the risks of transportation and is responsible for filing claims for loss or damage. MOVAIR will make reasonable efforts to maintain any shipping schedule specified in the Purchase Order or by other mutual written agreement of the Parties and will advise Dealer when Products are ready to ship. MOVAIR will not be responsible for delays in shipping caused by state or local agencies with regards to permits, routing, weather, detours, or other matters. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation. MOVAIR may make partial shipments and submit invoices accordingly.

### **Acceptance**

All Products delivered to Dealer shall be deemed accepted unless Dealer notifies MOVAIR within ten (10) business days of Dealer’s receipt of products, at the final destination shown in the Purchase Order or applicable bill of lading, that the Products do not meet the specifications of a Purchase Order. Notice delivered under this section shall be in writing and shall be deemed given upon receipt if delivered by hand delivery, U.S. registered or certified mail, or reputable overnight courier. If non-conforming Products are delivered and Dealer timely notifies MOVAIR thereof, Dealer may, upon MOVAIR authorization, return such non-conforming Products freight collect or with freight pre-paid call tag issued by MOVAIR. Subject to the terms of the Limited Warranty described below, MOVAIR shall, at its option, and as Dealer’s sole and exclusive remedy, either (i) deliver conforming Products within a reasonable time at MOVAIR’s expense, or (ii) refund all amounts paid for non-conforming Products.

## **Invoicing**

MOVAIR will invoice Dealer for Products upon delivery to the carrier. Should federal, state and local taxes and fees that are not included in quotations or Purchase Orders shall be added thereto, and if paid by MOVAIR, such taxes and fees shall be invoiced to Dealer. Dealer shall make payments to MOVAIR in the amounts and on the terms stated on invoices submitted to Dealer from MOVAIR. For any invoices not paid when due, MOVAIR may charge interest on the outstanding balance at the rate of 1.5% per month or the maximum rate allowed by law calculated from the first day for which such invoice was due until payment in full is received.

## **Termination**

Non-Cancellable Products. For all Products covered by Non-Cancellable Purchase Orders (Exhibit A-1), Dealer's obligation to purchase and pay for all such Products becomes final, absolute and non-cancellable for any reason effective immediately upon MOVAIR's confirmation of the Purchase Order, and Dealer must accept delivery and pay for all such Products in accordance with the specified delivery schedule (subject to "Delivery" above and "Force Majeure" below).

Cancellable Products. For all Products covered by Cancellable Purchase Orders (Exhibit A-2), subject to the terms and conditions hereof, Dealer may cancel in whole (but not in part) a scheduled delivery of Products at least sixty (60) days prior to the scheduled delivery date specified in the Purchase Order. Once such 60-day period has passed, the Purchase Order shall become non-cancellable subject to the above provisions.

Non-Cancellability. For all Purchase Orders which are or become Non-Cancellable, no act, event, market condition or other circumstance whatsoever shall relieve Dealer from the obligation to purchase and accept conforming Products in accordance with the Purchase Order's delivery schedule and to pay for the Products covered thereby in accordance with this Agreement, including (i) the availability of any competing or substitute product to the Products, regardless of features, performance or pricing, (ii) any governmental act, omission or intervention (other than a recall of the Product by the U.S. Food and Drug Administration or other instrumentality of the U.S. government which requires that the Product be withdrawn from commerce), or (iii) any Force Majeure event, as described below, unless Dealer is entitled to cancel any Purchase Order in accordance with the express provisions thereof.

Termination and Suspension. In addition to any remedies that may be provided under this Agreement, MOVAIR may terminate this Agreement and/or any Purchase Order, or suspend delivery of any Products, in any case with immediate effect upon written notice to Dealer, if Dealer: (i) fails to pay any amount when due under this Agreement or a Purchase Order; (ii) has not otherwise performed or complied with any of this Agreement, and such failure continues for ten (10) business days after MOVAIR's written notice to Dealer; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. No such termination or suspension relieves Dealer of its responsibility for invoices issued hereunder.

## **Limited Warranty**

All Products are subject to a manufacturer's Limited Warranty, currently in the form of Exhibit B hereto. MOVAIR is the exclusive fulfillment provider under the Limited Warranty, and all warranty claims must be timely submitted to MOVAIR in accordance with Exhibit B. Notwithstanding anything to the contrary set forth in this Agreement, the manufacturer's warranty obligations shall be limited to repair, replace, and refund. All Limited Warranties run from the manufacturer to (and be enforceable by) Dealer. The Limited Warranty may be modified at any time or from time to time on at least 20 days' prior written notice to Dealer. Dealer acknowledges that its exclusive remedy under any warranty is under the Limited Warranty provided by the manufacturer and that MOVAIR has no obligation thereunder whatsoever, other than to assist Dealer in the processing of any claim.

## **Dealer Responsibilities**

It is Dealer's responsibility to carry sufficient inventory of Products. A 20% restocking charge may be required in certain return situations. Consult your MOVAIR representative for details.

## **Quality Agreement**

By distributing Products, Dealer agrees to immediately notify Product-related complaints to MOVAIR. Product complaints are to be directed to [quality@biophysicscorp.com](mailto:quality@biophysicscorp.com). Dealer shall make all reasonable efforts to aid MOVAIR in complaint or reportable event investigation. By distributing Products, Dealer agrees to maintain distribution records for Products. In the event of a Product Recall, Dealer shall make all reasonable efforts to aid MOVAIR in the recall of Product. Dealer shall maintain distribution records for the useful life of the Product, or five years from the date of distribution, whichever is longer.

## **Force Majeure**

MOVAIR shall not be liable or responsible to Dealer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, including any scheduled delivery of Products under a Purchase Order, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of MOVAIR including, but specifically not limited to, the following: acts of God; flood; fire; earthquake; explosion; governmental shutdowns, export/import restrictions or other actions; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riots or other civil unrest; national emergency; revolution or insurrection; epidemic or pandemic; lockouts, strikes or other labor disputes (whether or not relating to either party's workforce); shortages or restraints in supply of Products from the manufacturer; or restraints or delays affecting carriers, telecommunication breakdown or power outage; and the reasonably anticipated consequences of any of the foregoing. In the event of any such Force Majeure event, MOVAIR will provide Dealer reasonable notice thereof, MOVAIR's good faith estimate of the anticipated length of delay and any associated revisions to any applicable delivery schedules. If the Force Majeure event causes delivery of Products to be delayed by a continuous period in excess of sixty (60) days, Dealer shall be entitled to cancel any Cancellable or Non-Cancellable Purchase Order covering the affected Products.

## **Compliance with Law**

Dealer shall comply with all applicable laws, regulations and ordinances. Dealer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

## **Intellectual Property**

All patents, trademarks, copyrights and other works of authorship, trade secrets and other industrial and intellectual property rights in or related to the Products are exclusively owned and controlled by MOVAIR or the manufacturer, and neither this Agreement nor any purchase or sale of any Products shall entitle Dealer or any other person to any rights or interests in any such intellectual property rights. Dealer shall not attempt to reverse engineer any Products or dispute such ownership and control in such intellectual property rights in any court or governmental agency.

## **Other Exhibits**

The following other exhibits are hereby incorporated into this Agreement:

- Exhibit C: Business Associate Agreement
- Exhibit D: New Account Contact Information Form
- Exhibit E: RMA Form

### **Assignment**

Dealer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MOVAIR any such assignment or delegation being null and void. No assignment or delegation relieves Dealer of any of its obligations under this Agreement.

### **Limitation of Liability**

IN NO EVENT SHALL MOVAIR BE LIABLE TO DEALER OR ANY OTHER PERSON FOR LOST PROFITS, OR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, OR ANY TERMINATION THEREOF, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN OR IN THE WARRANTY FOUND IN THE PRODUCTS.

### **Governing Law; Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without reference to principles of conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Austin, Texas. The final award of the arbitrator shall be rendered in writing and signed by the arbitrator(s). The arbitrator(s) shall award to the prevailing Party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The arbitration decision shall be final and binding upon the Parties, and each Party agrees to abide by the arbitration award and further agrees that judgment may be entered upon the award in any court of competent jurisdiction. Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

### **General**

No waiver by MOVAIR of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by MOVAIR. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



**EXECUTION PAGE**

**MOVAIR:**

**DEALER:**

MOVAIR

\_\_\_\_\_  
[Dealer Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

Address:  
2101 E. St. Elmo Road  
Suite 275  
Austin, Texas 78744

\_\_\_\_\_  
[Name/Title of Signatory]

Date: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_





**EXHIBIT A-1  
Non-Cancellable Purchase Order Example:**

Below is the Purchase Order with the required information to be submitted to MOVAIR with each non-cancellable order:

**BILL TO:**  
**[Purchaser Name and email]**  
 [Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 [Phone Number]

**SHIP TO:**  
**[Recipient Name and email]**  
 [Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 [Phone Number]

**P.O. NUMBER:**  
**[P.O. number]**  
*[The P.O. number must appear on all related correspondence, shipping papers, and invoices]*

PO DATE	REQUISITIONER	SHIPPED VIA (ACCOUNT #)	FREIGHT

DELIVERY SCHEDULE	PAYMENT TERMS	
	<b>% Upfront:</b> [only if applicable; if not, leave blank and show 100% as Net 30]	<b>% Net 30:</b>

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<b>SUBTOTAL</b>	
			<b>SALES TAX</b>	
			<b>SHIPPING &amp; HANDLING</b>	
			<b>OTHER</b>	
			<b>TOTAL</b>	

**This Purchase Order is NON-CANCELLABLE. Purchaser's obligation to purchase and pay for all Products becomes final, absolute and non-cancellable effective immediately upon MOVAIR's confirmation of this Purchase Order. See LUISA Terms and Conditions for details.**

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**EXHIBIT A-2  
Cancellable Purchase Order Example:**

Below is the Purchase Order with the required information to be submitted to MOVAIR with each cancellable order:

**BILL TO:**  
**[Purchaser Name and email]**  
 [Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 [Phone Number]

**SHIP TO:**  
**[Recipient Name and email]**  
 [Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 [Phone Number]

**P.O. NUMBER:**  
**[P.O. number]**  
*[The P.O. number must appear on all related correspondence, shipping papers, and invoices]*

PO DATE	REQUISITIONER	SHIPPED VIA (ACCOUNT #)	FREIGHT

DELIVERY SCHEDULE	PAYMENT TERMS
	Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<b>SUBTOTAL</b>	
			<b>SALES TAX</b>	
			<b>SHIPPING &amp; HANDLING</b>	
			<b>OTHER</b>	
			<b>TOTAL</b>	

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See LUISA Terms and Conditions for details.**

**EXHIBIT B  
LUISA LIMITED WARRANTY**

Loewenstein Medical Americas Corp. (“Loewenstein Medical”) warrants that your product will be free from defects of workmanship and materials and will perform in accordance with the product specifications for the respective warranty period (the “Warranty Period”) specified for each product below (the “Limited Warranty”).

<b>PRODUCT</b>	<b>WARRANTY PERIOD</b>
Devices, including Accessories (excluding batteries, masks and other single use/disposable products)	24 months
Batteries	6 months
Masks and Other Single Use/Disposable Products	No warranty

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty is given in lieu of all other express warranties. You are cautioned that no person or entity is authorized to make any warranties on behalf of Loewenstein Medical, and any such alleged warranties are hereby disclaimed by Loewenstein Medical.

**WHAT DOES THIS WARRANTY NOT COVER?**

This Limited Warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) any damage caused by exposure to ozone, activated oxygen or other gases; (e) failure to follow the product instructions or perform preventive maintenance or regular cleaning; (f) modifications; (g) unauthorized repair; (h) normal wear and tear; (i) any damage or contamination due to cigarette, pipe, cigar or other smoke; (j) environmental conditions (including but not limited to water, flame, chemicals, fumes in the atmosphere, extreme heat or cold, food or liquid, sand, dirt or the like); (k) damage during the return merchandise authorization process; or (l) external causes such as accidents, abuse, or other actions or events beyond Loewenstein Medical’s reasonable control.

**WHAT IS THE PERIOD OF COVERAGE?**

This Limited Warranty lasts for the corresponding Warranty Period indicated in the table above from the date of shipment by Loewenstein Medical to the original purchaser. To the full extent permitted under applicable law, the Warranty Period or coverage will not be extended or renewed or otherwise affected due to Loewenstein Medical’s authorized repair or replacement. However, product(s) repaired or replaced will be warranted for the unexpired portion of the original Limited Warranty. Loewenstein Medical reserves the right to charge dealers for warranty service of failed product not purchased directly from Loewenstein Medical or authorized distributors. Loewenstein Medical may change the availability of this Limited Warranty at its discretion, but any changes will not be retroactive.

**WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

If a product fails under conditions of normal use during the Warranty Period, Loewenstein Medical will, in its sole discretion: (a) repair or replace such product (or the defective part) free of charge or (b) refund the purchase price of such product in lieu of its repair or replacement. The choice of repair, replacement or refund by Loewenstein Medical will be your sole and exclusive remedy. Loewenstein Medical will pay for shipping and handling fees to return the repaired or replacement product to you if Loewenstein Medical elects to repair or



replace the defective product. Loewenstein Medical shall examine any product(s) returned for service, and Loewenstein Medical reserves the right to charge an evaluation fee for any returned device as to which no problem is found after its investigation. LOEWENSTEIN MEDICAL MUST AGREE THAT THE PRODUCT IS DEFECTIVE.

#### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain Limited Warranty service, contact MOVAIR at [orders@movair.com](mailto:orders@movair.com) or 512-326-3244.

#### **LIMITATION OF LIABILITY**

EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, LOEWENSTEIN MEDICAL MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT, ITS QUALITY OR PERFORMANCE. THE LIMITED WARRANTY REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LOEWENSTEIN MEDICAL SPECIFICALLY LIMITED SUCH IMPLIED WARRANTIES TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND LOEWENSTEIN MEDICAL'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. LOEWENSTEIN MEDICAL'S RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED ABOVE IN THIS LIMITED WARRANTY. LOEWENSTEIN MEDICAL'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID TO LOEWENSTEIN MEDICAL BY THE ORIGINAL PURCHASER FOR THE PRODUCT, NOR SHALL LOEWENSTEIN MEDICAL UNDER ANY CIRCUMSTANCES BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT (INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OR LOST REVENUES), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, AND WHETHER OR NOT LOEWENSTEIN MEDICAL WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## EXHIBIT C BUSINESS ASSOCIATE AGREEMENT

MOVAIR (hereafter known as “MOVAIR”) has entered into a commercial relationship with

NAME AND ADDRESS

(hereafter known as “business associate”) for the purpose of marketing and selling products from MOVAIR’s respiratory product line to medical clinics and patients.

To perform this function, the business associate is in need of specific patient health information:

1. All information normally found on an Intake demographics page, as well as supporting clinical documentation, chart notes, diagnosis codes, treatment plans and similar clinical documentation specifically related to the diagnosis code only.
  
2. Business Associate agrees to the following:
  - The patient information being provided is to be used for the following purpose(s): Insurance authorization and adherence to Coverage Policy Bulletins
  - The patient information being provided is to be kept confidential and not to be provided to any individual or any other organization.
  - The company authorizes the business associate to use and disclose protected health information it receives in the terms of this contract to properly manage / carry out its legal responsibilities.
  - The company authorizes the business associate to provide data aggregation services to the company. This data is to be created for analyses relating to the healthcare operations of the company.
  - Should the business associate subcontract with another business associate, the subcontractor is to maintain confidentiality about the patient healthcare information provided and identified in the terms of this contract.
  - Should any patient who is the subject of the healthcare information request to view the information, the information is to be provided by the business associate.
  - Notes, policies, books and records of the business associate associated with the protected healthcare information provided to the business associate are to be available to the company upon request.
  - Except as hereinafter provided in this contract, upon termination of this contract, the business associate will return or destroy all protected healthcare information to the company. The business associate will not retain any protected healthcare information obtained through the terms of this contract when it is no longer needed as part of this contract.
  - If the business associate must continue to obtain the patient information after the termination of this contract, the information is to be maintained as confidential for as long as the business associate possesses the information.
  - If patient information is being retained after the termination of this contract, the information will be used as follows: In accordance with payer specific requirements for holding records; generally not to exceed seven (7) years records
  - Should amendments or corrections be made to the patient information, the business associate is to incorporate these changes into the originally obtained information once notified in writing of changes by the company.
  - The patients who are the subjects of the healthcare information are third party beneficiaries of this contract.



- The company reserves the right to terminate this contract if it has been determined that the business associate is in violation of the material terms of this contract. The company will conduct an investigation should a complaint be filed or other information provided that identifies substantial and credible evidence of a violation by the business associate. The company reserves the right to act upon any information about a violation.
- Should the company find that the business associate is in violation of the material terms of the contract, the company will implement actions to correct the material breach of the business associate's obligation unless it would be financially unfeasible to do so. A report outlining the material breach and the unfeasibility of terminating this contract with the business associate is to be filed with the Secretary of HHS (federal agency).
- The business associate agrees to implement technical, administrative, and physical safeguards for the protection of electronic protected healthcare information as required by HIPAA security rules (45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316).
- The business associate agrees to implement security and privacy policies and procedures consistent with the above noted regulations, and to document the training of their workforce regarding these policies and procedures. These policies shall be provided to the company upon request.
- The business associate agrees to appoint an officer within their company that is responsible for assuring compliance with privacy and security policies and procedures, and reporting - notice obligations / requirements.
- Should an unauthorized breach of PHI occur by the business associate the business associate agrees to report the breach to the company within 5 days of discovery of the breach. The information reported shall include:
  1. Date and time when the breach occurred and/or was discovered;
  2. Names of systems, programs, or networks affected by the breach ;
  3. A preliminary impact analysis;
  4. Description of and scope of PHI used, disclosed, modified, or destroyed by the breach
  5. A report of any mitigation steps taken with respect to the PHI that was disclosed by the breach.
- The Business Associate agrees not to sell PHI or receive any remuneration, direct or indirect, in exchange for PHI, except as expressly permitted by the company.
- The Business Associate agrees not to transmit, to any individual for whom Business Associate has PHI, any communication about a product or service that encourages the recipient of the communication to purchase or use that product or service or is in violation of any of the marketing prohibitions set forth in the HITECH Act.

**SIGNATURES:**

MOVAIR Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Associate Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# EXHIBIT D

## New Account Contact Information Form

To ensure all correspondences are sent to the appropriate people, please fill out the following contact information for our records.

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Accounts Payable:**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Mailing Address (If different from Company address above)

**Purchasing**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

**Who do you want to be copied on Sales Order Acknowledgment email (Provide name and email)**

\_\_\_\_\_  
\_\_\_\_\_

**Who do you want to be copied on Invoice emails (Provide name and email)**

\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT E RMA Form



### LUIA - RMA Form

**Return Request From:** Follow the steps below to create a return material authorization (RMA). Submit the form to [returns@movair.com](mailto:returns@movair.com). Once submitted, a customer service representative will verify the information and provide return instructions. If assistance is needed, please contact customer service at (888) 711-1145

**Step 1:** Provide the following contact information

<b>Name</b>	<b>Phone</b>	<b>Email</b>
<b>Address</b>		<b>Company Name</b>
<b>Return Address, if different from company address:</b>		<b>Company Name</b>

**Step 2:** Provide the following device information

**For LUIA Ventilator:**

<b>Serial Number</b>	<b>Error Code(s)</b>	<b>Date of Issue</b>
<b>If no error code: please provide a description of the issue:</b>		
<b>Describe any troubleshooting that was performed:</b>		

**For LUIA Accessory:**

<b>Product Number</b>	<b>Lot Number</b>	<b>Serial Number</b>	<b>PO</b>
<b>Description of issue</b>			<b>Date of issue</b>



## EXHIBIT E

### RMA Form - Continued

**Step 3:** Provide adverse event information

Was there any adverse event related to this issue?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

For Yes, please provide the following patient information:

Severity of adverse event		
<input type="checkbox"/> No injury	<input type="checkbox"/> Injury	<input type="checkbox"/> Death
Detailed description of event		

**Step 4:** Provide as much detail regarding patient and device setup as possible

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Patient Age</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Patient Sex</th></tr> <tr> <td style="width: 50%; padding: 5px; text-align: center;"><input type="checkbox"/> Male</td> <td style="width: 50%; padding: 5px; text-align: center;"><input type="checkbox"/> Female</td> </tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Nature of disease</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">How was the device used? (Nocturnal, 24 hours, etc.)</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Pressure Settings</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Power Source</th></tr> <tr> <td style="width: 50%; padding: 5px; text-align: center;"><input type="checkbox"/> Mains/Wall outlet</td> <td style="width: 50%; padding: 5px; text-align: center;"><input type="checkbox"/> Battery</td> </tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Has external battery been used?</th></tr> <tr> <td style="width: 50%; padding: 5px; text-align: center;"><input type="checkbox"/> Yes</td> <td style="width: 50%; padding: 5px; text-align: center;"><input type="checkbox"/> No</td> </tr> </table>	Patient Age		Patient Sex	<input type="checkbox"/> Male	<input type="checkbox"/> Female	Nature of disease		How was the device used? (Nocturnal, 24 hours, etc.)		Pressure Settings		Power Source	<input type="checkbox"/> Mains/Wall outlet	<input type="checkbox"/> Battery	Has external battery been used?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Which kind of breathing circuit?</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Which kind of patient interface?</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Bacteria filter?</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Humidifier connected? If so, which?</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">Additional oxygen</th></tr> <tr> <td style="width: 50%; padding: 5px; text-align: center;"><input type="checkbox"/> Yes</td> <td style="width: 50%; padding: 5px; text-align: center;"><input type="checkbox"/> No</td> </tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">If so, how many l/min</th></tr> <tr><td style="height: 20px;"></td></tr> <tr style="background-color: #e6f2ff;"><th style="padding: 5px;">If not connected through LUISA oxygen port, describe connection to oxygen source</th></tr> <tr><td style="height: 20px;"></td></tr> </table>	Which kind of breathing circuit?		Which kind of patient interface?		Bacteria filter?		Humidifier connected? If so, which?		Additional oxygen	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If so, how many l/min		If not connected through LUISA oxygen port, describe connection to oxygen source	
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\*Returned Good Pricing:

Authorization for any returns MUST be obtained from MOVAIR Customer Service. Returns and exchanges of any other returns must ship freight prepaid by DEALER unless MOVAIR authorizes different shipping arrangements.

Returns due to a MOVAIR error or warranty claim may, with authorization, be returned freight collect or with freight pre-paid call tag issued by MOVAIR.

The LUISA has been authorized by the FDA under an EUA but has not been FDA cleared or approved. The LUISA is authorized only for the duration of the declaration that circumstances exist justifying the authorization of the emergency use under section 364(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. U.S. federal law restricts this device to sale by or on the order of a physician.