

Abbott Diabetes Care
FreeStyle Libre Pro™ Flash Glucose Monitoring System
TERMS & CONDITIONS Effective: January 1, 2019

These terms and conditions (“Terms and Conditions”) apply to all sales of the FreeStyle Libre Pro™ flash glucose monitoring system and components thereof (“ADC Products”) to you by Abbott Diabetes Care Sales Corporation (“ADC”). By purchasing the ADC Products, you agree that you have read, understand, and agree to be bound to these Terms and Conditions, as they may be amended from time to time. You are responsible for periodically reviewing these Terms and Conditions for applicable changes. Your purchase of the ADC Products after posting by ADC of any changes to these Terms and Conditions constitutes your acceptance to those changes. If you disagree with these Terms and Conditions (as they may be amended from time to time), then your sole and exclusive remedy is to discontinue purchasing the ADC Products.

Only a healthcare professional with a principal place of business within the United States and Puerto Rico (excluding all other United States territories and possessions) (the “Territory”) that is licensed by applicable state law(s) to use or order the use of prescription medical devices in the course of his or her professional practice may purchase the ADC Products. You represent and warrant that you are licensed by applicable state law(s) to use or order the use of prescription medical devices in the course of your professional practice. To the extent that your prescribing authority is predicated on meeting additional state requirements, including, but not limited to, certification from the relevant professional board authorizing prescriptions or a collaboration/supervision agreement with a physician that addresses prescription authority, you represent and warrant that you comply with any additional requirements.

Institutions, hospitals, healthcare groups, and the like with a principal place of business within the Territory (“Institution”) may also purchase the ADC Products (subject to these Terms and Conditions) provided such Institution employs or contracts with a healthcare professional that is licensed by the applicable state law(s) to use or order the use of prescription medical devices in the course of his or her professional practice.

NO RESELLING

You agree that you will not resell any ADC Product. Within 30 days after ADC’s written request, you will, at ADC’s election, (i) provide ADC with written certification from an executive officer with financial oversight responsibility for you certifying that you are in compliance with these Terms and Conditions, or (ii) grant audit access to your books and records related to the purchase and disposition of ADC Products. ADC reserves the right to reject any order by you if ADC, in its sole discretion, believes that you have failed to comply with these Terms and Conditions.

ORDERING

- Payment Terms: Net 30 days unless you pay by credit card at the point of sale
- All orders must be in the quantities specified on e-Abbott.com or by ADC at the time of purchase
- All terms and conditions contained in any purchase order or other document provided by you are null and void except for those terms specifically accepted in writing by a duly-authorized signatory of ADC.
- Orders received for ADC Products from you are subject to acceptance by ADC and ADC reserves the right to limit the quantity of ADC Products to be shipped or to refuse any order for any reason.

TITLE, SHIPMENT AND DELIVERY

ADC’s shipping terms are freight on board (FOB) Origin. Shipping charges will be prepaid by ADC and added to each invoice. Title to the ADC Products and risk of loss will pass to you upon shipment of the ADC Products. Your “Ship To” and “Bill To” locations must be within the Territory. ADC reserves the right to ship ADC Products ordered by you in installments, as ADC deems necessary, and each such installment will be invoiced and shipped separately.

INSPECTION AND ADJUSTMENTS

You agree to notify ADC within 10 calendar days of receipt of shipment of any damaged goods, defects or shortages. You must contact ADC order services at 1-855-632-5297 (press 1) or via e-mail at adc.customerservice@abbott.com. You agree to hold any such damaged or defective goods pending receipt of instructions concerning disposition from ADC, and will permit inspection upon request by ADC or ADC's representative. If you fail to notify ADC within 10 calendar days following receipt of ADC Products, you will be deemed to have accepted the ADC Products and that such ADC Products are in good condition in the quantities stated in the ADC invoice.

PRICING

The prices of the ADC Products are as set forth on the website at the time of order and are subject to change at any time in ADC's sole discretion.

TAXES AND OTHER CHARGES

You agree to pay or reimburse ADC for any use tax, sales tax, duties, inspection or leasing fee or any other tax, fee or charge of any nature imposed by any governmental authority on your purchase of ADC Products. If you claim an exemption from any tax, you will provide copies of the applicable certificates demonstrating such exemption before placing any order.

OWN USE

You shall only use the ADC Products with your patients in the course of your professional practice and not for personal, household, or family use.

CHANGE OF OWNERSHIP

You will notify the Manager of Contracts and Pricing at ADC (at the address below) by registered mail at least calendar 10 days before the effective date of any sale or other transfer of all or substantially all of your assets or the transfer of a controlling interest to a third party. In the event of such sale or transfer, ADC may elect not to fulfill any order placed by you.

To ADC:

Abbott Diabetes Care Sales Corporation, Attn: Manager, Contracts and Pricing. 1420 Harbor Bay Parkway, Suite 290, Alameda, CA 94502

CREDIT REVIEW

You may be required to furnish financial information to ADC to establish and maintain your financial responsibility. ADC may require cash payment before shipment or on delivery if ADC believes, in ADC's sole judgment, that your financial condition is impaired.

DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES

EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THE ADC PRODUCT LABELING AND INSERTS, ADC MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ADC EXCLUDES AND DISCLAIMS ANY OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ADC DOES NOT WARRANT THAT OPERATION OF THE ADC PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE AND ADC WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM PURCHASE, OPERATION OR USE OF THE ADC PRODUCTS OR FAILURE OF THE ADC PRODUCTS TO PERFORM IN ACCORDANCE WITH SPECIFICATIONS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY IS IMPLIED FROM THE SALE OF THE ADC PRODUCTS DESPITE ADC'S SPECIFIC DISCLAIMER OF SUCH WARRANTIES, SHALL EXTEND FOR A LONGER DURATION THAN ONE YEAR FROM THE ORIGINAL DATE OF PURCHASE OF THE ADC PRODUCTS.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

RETURN POLICY

Except for ADC Products that are damaged in transit, ADC will not accept returns of ADC Products. In order to return an ADC Product damaged in transit, you must follow the process in the “Inspection and Adjustment” section above. If you experience difficulty with the performance of a Product, you should call Customer Technical Support phone line at 1-855-632-5297.

All unauthorized and/or unidentifiable returned ADC Products will be destroyed and ADC will not issue a credit for such returned ADC Products.

FORCE MAJEURE

Notwithstanding anything to the contrary, ADC will not be liable for failure to perform any contract or supply any ADC Product due to strikes, fires, explosion, flood, riot, lock out, injunction, interruption of transportation, accidents, inability to obtain supplies at reasonable prices, shortage of raw materials, discontinuance of a product line, manufacturing problems, act of governmental authority, terrorism, war, acts of God, or other causes beyond its control. In such event, ADC may allocate available ADC Products among its customers and ADC's own requirements, without liability and at its sole discretion.

RECALLS

In the event you receive written notice from ADC of a recall of any of the ADC Products, and ADC provides guidance to you as to the necessary actions required to be taken by you, you agree to cooperate with ADC to use commercially reasonable efforts to follow the guidance provided by ADC, including, if necessary, ensuring that any patients who received recalled ADC Product are notified of the recall.

CONFLICTING TERMS AND CONDITIONS

In the event of any conflict between these Terms and Conditions and any of the provisions of a written agreement between ADC and you regarding your purchase of ADC Products, such written agreement will govern and supersede these Terms and Conditions.