

Smart Meter LLC

201 E Kennedy Blvd., Tampa, FL 33602

TERMS AND CONDITIONS OF ORDERS AND SALE

NOTICE ABOUT ORDERS

Orders for Smart Meter, LLC ("SMART METER") products should only be made as follows:

Emailed to: support@iglucose.com or submitted via the Smart Meter website: www.smartmetercorporation.com

GENERAL:

These Terms and Conditions of Orders and Sale ("Terms") exclusively will govern the sale by SMART METER of all goods and services to Buyer, whether Buyer is a Commercial entity purchasing an inventory of product or a Consumer placing an individual order. No addition or modification of these Terms will be binding on SMART METER unless agreed to in writing signed by an authorized representative of SMART METER. Acceptance by SMART METER of buyer's purchase order(s) is expressly conditioned on buyer's assent to all of the Terms contained herein.

PRICING POLICY:

Orders will be priced and invoiced at the published SMART METER price for all products.

SHIPPING AND MINIMUM ORDER POLICY: Commercial

SMART METER will accept orders and value consistent with these Terms. However, orders will be shipped in full cases only. For example, if an order is received containing a quantity that is less than a full case for that particular product, the order will be fulfilled by rounding up to the next full case increment and invoiced accordingly. Shipping and handling charges will be applied as applicable.

SHIPPING AND MINIMUM ORDER POLICY: Consumer

SMART METER will accept individual orders and value consistent with these Terms. Shipping and handling charges will be applied as applicable.

PREPAID SHIPPING AND SHIPPING CHARGES: Commercial

Ground shipping is free for purchases of \$500.00 or more of Commercial orders. For all such free shipments, SMART METER will select the method of shipping. A \$30 shipping/handling charge applies to orders under \$500.00, which will be shipped ground. All shipments are FOB Destination. If expedited delivery is required, freight will be prepaid and charged at the time of invoicing. All customer-directed air shipments will be assessed applicable shipping and handling charges. Direct shipments, including drop shipments, will be assessed applicable shipping and handling charges except for products designated as drop ship only by SMART METER. SMART METER will not drop ship to customers outside the U.S. or who have P.O. Boxes.

DROP SHIPMENTS: Commercial

Drop shipments will be accepted in order to ensure uninterrupted customer service. A charge of 7% of the total dollar amount of the order will be applied to each drop shipment with a minimum charge of \$30.00 and maximum charge of \$500.00 per order. SMART METER will invoice distributors for all air freight or special handling requirements.

RUSH ORDERS: Rush orders (overnight or second day) should be placed before 12:00 p.m. (U.S. Eastern Time) to ensure timely delivery.

EXPORT LAW COMPLIANCE:

U.S. law may regulate the export, re-export or other transfer of the products sold by SMART METER. Any required U.S. or non-U.S. government authorization must be obtained prior to shipment. Diversion of products contrary to applicable law is prohibited. By ordering products from SMART METER, the recipient represents and warrants that it/he/she shall and does fully comply with all applicable export/import laws and regulations and is lawfully able to purchase the products ordered. Recipient assumes all liability for failure to comply with applicable law related to the receipt, handling, distribution, transfer, sale or other action or omission related to the products purchased from SMART METER.

REPORTING OF DISCOUNTS

The value of any rebates, discounts, incentives, or product provided at no charge to customer may constitute a "discount or other reduction in price" under Section 1128B(b)(3)(A) of the Social Security Act [42 U.S.C. Sec. 1320a-7b(b)(3)(A)]. You represent and warranty you have and/or will satisfy all requirements imposed on buyers relating to discounts or reductions in price, including, when required by law, to disclose all discounts or reductions in price received from SMART METER, including accurately reporting under any state or federal health care program the net cost actually paid by you.

WARRANTY AND LIMITATION OF LIABILITY:

SMART METER represents and warrants that the Products shall be free from material defects in materials and workmanship for a period of 1 year from the date of purchase. The foregoing warranty shall be void if the product is expired or has been misused, neglected, improperly handled, altered, abused or used for any purpose other than the one for which it was manufactured or if the product's failure to conform to the foregoing warranty was due in whole or part to other conditions beyond the reasonable control of SMART METER. SMART METER's liability for failure of the Product to conform with the foregoing warranty shall be exclusively limited to the replacement of such product or a refund of the actual sums you paid for the affected products.

THE WARRANTY SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE REGARDING THE PRODUCTS AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNLESS SPECIFIED IN THESE TERMS, ALL PRODUCTS ARE SOLD AS-IS. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED

BY STATUTE OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU AGREE THAT SMART METER IS NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR BUSINESS DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR USE), WHICH MAY BE SUFFERED AS A RESULT OF YOUR USE OF THE PRODUCTS.

MODIFICATIONS:

SMART METER may modify these Terms at any time without notice. Any modifications will apply to orders made after the effective date of these Terms.

INDEMNIFICATION:

Buyer shall indemnify and hold harmless SMART METER, its affiliates, directors, owners, officers, employees and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including all costs, attorneys' fees and investigative costs) in connection

with your breach of these Terms or the third party's use or your sale, transfer, possession, or distribution of the products purchased from SMART METER, except if such suit, threat, claim, demand or action arises exclusively out of the failure of such products to meet the warranty set forth above.

GOVERNING LAW AND JURISDICTION:

This agreement and all disputes arising hereunder and/or related to the SMART METER products purchased by buyer will be governed by and interpreted in accordance with the laws of the State of Florida. The parties also shall submit all such disputes to the exclusive jurisdiction of the state and federal courts located in Hillsborough County, Florida.

RETURN GOODS POLICY

General Policy

- **To obtain an RGA, please call 1-844-445-8267.**
- All requests to return Product should be directed to SMART METER by the purchasing distributor.
- No return will be accepted for full credit without a Return Goods Authorization ("RGA") issued by SMART METER, which must be obtained prior to the return of the goods.
- All Product returns must have an RGA attached with return paperwork. Product returns without an RGA will be refused.
- Returned goods that are damaged or missing may be rejected or result in a reduced refund. SMART METER reserves the right to reject any returns in SMART METER's sole discretion.

In order to have an RGA issued, please include the following information:

- Purchase information (Purchase Order and Invoice number)
- Reason for Return
- Product Information (Material Number, Lot number, UOM, Date & Quantity)
- Your Contact Information (Contact Name and Telephone and/or Fax Number)
- Requested credit must reference previous price paid. Otherwise, SMART METER within its discretion may credit returns at the published Best Distributor Price.

NO RGA or *CREDIT* will be given for the following:

- Product returned *WITHOUT* authorization
- Product not purchased from SMART METER or an Authorized SMART METER Distributor
- Products that contain drugs
- Products that are temperature controlled or sensitive to storage conditions.
- Products returned with conditions that prevent resale. Examples include, but are not limited to:
 - Special Ordered, Custom Made, or Store Brand products
 - Obsolete or Discontinued products
 - Opened products
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- Expired product or product outside minimum dating requirements
- Units of measure less than SMART METER's original unit of issue

All Products **MUST** be returned within 15 days of the issuance of the RGA to be eligible for full credit. If returned Product is shipped after the 15-day expiration of the RGA and the Product is received in saleable condition and within shelf life guidelines, SMART METER will charge a 25% restocking fee for processing the returned Product.

Product received damaged or defective, or shipped in error by SMART METER, will be accepted freight collect by a SMART METER preferred carrier with no restocking fee. Otherwise, the returning party pays the return freight charges.

Returns are shipped to the address provided on the RGA.

All product returned with expiration dating must meet acceptable SMART METER shelf-life guidelines and be in original, full shipment container. (Example for original, full shipment container: If product was originally bought as a case, then full case must be returned.) Please contact SMART METER to identify expiration or container requirements for a specific material number.

SMART METER will not issue credit for products returned in a condition that impairs resale.

Examples include, but are not limited to:

- a. Product not in original shipment container
- b. Product with customer labels and/or tape
- c. Product with pen/marker marks on original packaging container
- d. Damaged Product (including damaged product not communicated to SMART METER prior to return)
- e. Product container contaminated with foreign matter (oil, grease, etc.)
- f. Temperature sensitive/controlled Product
- g. Units of measure less than SMART METER's original unit of issue
- h. Product that has less than one year's shelf life remaining

If such product is returned, *NO CREDIT* will be given, and the **PRODUCT WILL BE DESTROYED unless: (i) customer informs SMART**

METER in writing that customer wishes to have the products re-shipped to customer at customer's sole expense; and (ii) such notice is received by SMART METER within seven (7) days of notice SMART METER sent customer about the intent to not provide a credit.

When returning smaller items, SMART METER recommends utilizing overpack boxes to reduce the chance of damage. SMART METER reserves the right to deny credit for Product returned that is in a condition not as described in the RGA.

Product, which an account has discontinued, or which is lost to another dealer, should be reported to SMART METER within 15 days

of notification of loss. Return of Product for full credit (outside the above conditions) is subject to the approval of SMART METER.

Applicable Restocking Fees (to all orders, regardless if an RGA is provided):

Days from Original Purchase Date	Fees
<15 Days	10% Restocking Fee
15-90 Days	25% Restocking Fee
>90 Days	Not Returnable, NO CREDIT

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