

Together, improving life

TERMS AND CONDITIONS OF SALE

Effective: September 1, 2020

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

W. L. Gore & Associates, Inc. ("Gore") hereby offers for sale to the buyer purchasing the Gore products online through the Chamfr.com website ("Buyer") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected. Buyer's receipt of the products provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the agreement between Gore and Buyer with respect to Buyer's purchase of the products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding on Gore unless in writing and signed by Gore and Buyer. Notwithstanding the foregoing, Gore reserves the right to make changes to these Terms and Conditions of Sale at any time, without prior written notice, in Gore's sole discretion, and such changes shall apply to orders of products made by Buyer thereafter. Gore's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Gore. Gore reserves the right to reject any order for any reason. By purchasing products from Gore, Buyer agrees that it is purchasing the products only for its own use, not for purposes of resale or export or transfer to any person or entity for purposes of resale or export. Gore reserves the right to take any action it deems necessary to address Buyer's violation of these terms, including, but not limited to, the suspension of Buyer's ability to purchase Gore products.

RESTRICTIONS

(a) Not for Human or Animal Use. Buyer understands and agrees that the products provided hereunder are not for human or animal use, and warrants that it will not use the products for research or testing in humans or in animals, will not use the products for the commercial provision of services, and may not incorporate the products into products for commercial sale. Buyer will not resell the products or receive any commercial compensation or benefit for use of the products nor will Buyer seek payment or reimbursement for the products which may be made in whole or in part under Medicare, Medicaid, or other federal or state health care program.(b) Handling. Buyer shall comply with all applicable laws and regulations, and all written instructions from Gore, in the storage, handling, use, return, and disposal of the products (c) No Third Party Rights. Buyer shall not use the products in any manner that confers on any third party any proprietary rights in or to the products. (d) No Reverse Engineering or Modification. Buyer shall not attempt to modify or reverse-engineer or determine how made (or otherwise determine the physical or chemical structure or sequence of) any of the products without the prior written consent of Gore. Buyer will not evaluate the products under high optical magnification, or electron microscopy nor any other medium to determine the physical, biological or chemical nature of the products, without Gore's prior written approval.

PRICE & QUANTITIES

All prices published by Gore or quoted by Gore's representatives may be changed at any time without notice. All prices for the products will be as specified by Gore or, if no price has been specified or quoted, will be Gore's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Gore's original price quotation. List prices may vary from the price displayed on the website for certain products. Gore reserves the right to limit the quantities of any products it offers. All descriptions of products, product pricing and product availability are subject to change at any time without notice, in Gore's sole discretion.

Gore reserves the right to discontinue any product at any time. Terms of payment are within Gore's sole discretion.

DELIVERY & RETURNS

Gore will ship the products directly to Buyer. Title and risk of loss pass to Buyer upon delivery to the carrier. Buyer shall take title to the products upon Gore's receipt of payment for the products delivered. Shipping and delivery dates are estimates only and cannot be guaranteed. Gore is not liable for any delays in shipments. Except for any products designated as non-returnable, Gore will accept a return of products for a refund of the purchase price, less shipping and handling costs, provided such return is made within seven (7) days of delivery with valid proof of purchase and provided the products are returned in their original new and unused condition. To return products, please email Gore at medtechcomponents@wlgore.com. Refunds will be processed within approximately fourteen (14) business days of receipt of the products. Refunds will be credited back to the same payment method used to make the original purchase.

LIMITED WARRANTY

Gore warrants that at the time of delivery, the products purchased will conform to Gore's specifications in effect as of the date of shipment. Except for the aforesaid warranty, unless otherwise required by applicable law, GORE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS PURCHASED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Buyer agrees that the products purchased are "as is" and "as available" and Buyer retains sole responsibility for determining whether the products are fit for the intended use. Buyer's sole and exclusive remedy will be limited to a replacement or refund for products that Gore verifies as defective.

LIMITATION OF LIABILITY

GORE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY LOSS OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OR PROFIT BASED ON ANY ALLEGED DESIGN OR MANUFACTURING DEFECT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, DEFAULT, INDEMNITY, OR ANY OTHER REASON OR LEGAL THEORY ARISING OUT OF THE USE OR HANDLING OF THE PRODUCTS TO THE EXTENT SUCH LIABILITY EXTENDS GORE'S OBLIGATIONS BEYOND THE PRICE PAID TO GORE FOR THE PRODUCT ON WHICH SUCH CLAIM IS BASED AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORSEEABLE AND WHETHER OR NOT GORE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOT WITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. Gore shall not be liable for any direct or consequential damages arising from delivery delay, whether or not arising from Gore's negligence, or from transit loss or damage. Gore is not obligated to obtain or maintain any insurance not required by applicable law.

TECHNICAL DATA AND PROPRIETARY INFORMATION

Gore has no obligation to provide technical data other than its standard finished product inspection data. Gore has no obligation to perform, and this is not an agreement for research, developmental or experimental work. Gore has no obligation to disclose, convey rights, or allow access to technical, financial or other information protected by it as proprietary or to indemnify Buyer for such refusal to disclose. During the term of this Agreement and solely in conjunction with the sale of products acquired from Gore, Gore grants a non-exclusive, non-transferable, and non-sublicensable license to Buyer to use the thread design as identified in Schedule 1.

PRIVACY

Gore respects Buyer's privacy and are committed to protecting it. Gore's Privacy Policy located at https://www.gore.com/privacy governs the processing of all personal data collected from Buyer in connection with the purchase of products.

COPYRIGHTS/TRADEMARKS

Gore's name, images, trademarks and logos are the intellectual property of Gore and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of the same is strictly prohibited, unless specifically authorized by Gore.

FORCE MAJEURE

Gore shall not be liable for any delay in delivery or for non-delivery, in whole or in part caused by the occurrence of any contingency beyond the control either of Gore or suppliers to Gore, including but not limited to war (declared or not), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, fire accident, explosion, epidemic, quarantine restrictions, storm, flood, earthquake, shortage of labor, fuel, raw material or machinery or technical failure, where Gore has exercised ordinary care in the prevention thereof.

GOVERNING LAW

The obligations deriving herefrom shall be interpreted, executed and enforced in accordance with the substantive law of Gore's registered place of business, excluding the application of any conflict of law or choice of law provisions. The parties hereby consent to the juridisdiction of the courts of Gore's registered place of business for any legal proceedings relating hereto. However, Gore shall have the right, at its sole discretion, to bring legal action(s) against Buyer at the latter's registered place of business or that of one of its subsidiary(ies). The provision of the UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALES OF GOODS shall not apply to this agreement.