



RESOLVE MATRIX™

Consignment Agreement

THIS CONSIGNMENT AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 20____ and made by and between Apex Medical Supply LLC (Apex) and customer name with location at address ("Customer").

Customer Name: _____

Address: _____

Apex and Customer hereby agree as follows:

1. Inventory Products. Customer shall receive from Apex, on a consignment basis, the products as more fully described on Schedule A of this Agreement (the "Inventory Products"). Apex shall retain all right, title and interest of the Inventory Products until such consigned Inventory Product is purchased and all amounts due and owing hereunder are paid in full. Customer may return unopened and undamaged Inventory Products in their original packaging at any time for any reason at Customer's cost upon reasonable notice to Apex.

- a. Customer agrees to segregate in a safe and secure area all Inventory Products from products and instruments owned by Customer. Customer shall be solely responsible for the security of the Inventory Products and shall implement internal controls to establish which of its employees will be authorized to take Inventory Products for use by Customer. Customer assumes and shall bear the risk of loss in the event of, theft, fire damage to, or destruction of the Inventory Products including but not limited to damage or destruction caused by Customer or its personnel or arising from Customer's negligence or willful misconduct in Customer's use of Inventory Products. ("Loss or Damage"). The foregoing shall not include: (i) defective or non-conforming Inventory Products; (ii) items lost or damaged in transit; (iii) any losses or damages to Inventory Products caused by or due to Apex, its employees, contractors, agents and representatives; or damage due to a force majeure event.
- b. In the event of Loss or Damage, Customer shall pay to Apex the actual cost of replacement of the Inventory Product(s) as if Customer was purchasing such Inventory Product(s) as of the date of occurrence of such Loss or Damage. See Exhibit A for product pricing.

2. Price and Terms of Sale. All purchase orders will be invoiced by Apex at Customers price in effect at the time of the Purchase Order.

3. Term and Termination. This Agreement will become effective the date of last signature. Both Customer and Apex reserve the right to terminate this Agreement, for any cause, with 30 days' notice to the other party. At such time, Customer will have option to purchase Product Inventory contents at the current price in effect at the time of purchase or return the unused Inventory Products at Apex expense. The parties shall perform a final accounting of the consigned Inventory Product on hand at the termination date, and Customer shall be responsible for any missing, open or used Inventory Products.

Apex warrants for a period of 24 months that the consigned Inventory Products are: (i) free from defects in design, materials and workmanship; (ii) processed in accordance with good manufacturing practices as required by the United States Food and Drug Administration; (iii) are true to label; (iv) conforms to specifications; and (v) are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended.

Apex represents that it and any persons representing it under this Agreement are not excluded from any government health care programs. Apex will immediately notify Customer in the event that Apex or any person representing Apex under this Agreement becomes excluded from any government health care programs.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may be signed by facsimile or electronic signature, which shall be deemed equal to an original manually signed signature.

This Agreement has been duly executed by the respective parties as of the date written below.

Customer

Apex Medical Supply, LLC

Customer Signature:

By:

Customer Name:

Name:

Title:

Title:

☐ I acknowledge that when waiving the FedEx signature requirement for HCT/P shipments, Apex Medical Supply (and all its partners) shall not be liable or responsible for any lost, stolen, or damaged goods.

Customer: _____ Name: _____

Signature: _____ Date: _____

Product and Price

	SKU	Product Description	Size	Units	Price	QTY
Resolve Matrix™ A2024	RMAD22	Resolve Matrix™ Biologic Membrane	2x2cm	4	\$580.00	
	RMAD23	Resolve Matrix™ Biologic Membrane	2x3cm	6	\$870.00	
	RMAD24	Resolve Matrix™ Biologic Membrane	2x4cm	8	\$1,160.00	
	RMAD34	Resolve Matrix™ Biologic Membrane	3x4cm	12	\$1,300.00	
	RMAD45	Resolve Matrix™ Biologic Membrane	4x5cm	20	\$2,000.00	
	RMAD55	Resolve Matrix™ Biologic Membrane	5x5cm	25	\$2,500.00	
	RMAD68	Resolve Matrix™ Biologic Membrane	6x8cm	48	\$3,500.00	