

New Account Setup Form



Complete and send to Glaukos by:
 Email: orders@mobiustx.com
 Fax: 1-844-329-6486

Complete all fields and include copies of the licenses indicated below

Billing		Shipping (must match license)	
Billing Account Name		Ship-to Account Name	
Address Line 1		Address Line 1	
Address Line 2		Address Line 2	
City/State/Zip Code		City/State/Zip Code	
Billing Contact Name		Ship-to Contact Name	
Billing Telephone	Billing Fax:	Ship-to Contact Telephone	Ship-to Contact Fax
Billing Contact Email		Ship-to Contact Email	

Authorization		
Authorized Purchaser (Please Print Name)	State License #	
Authorized Signature:	Title	Date

By submitting this form to us, you agree to the Terms and Conditions of Sale

IF YOU WISH TO PLACE AN ORDER PLEASE COMPLETE THIS SECTION

Order PO# (if applicable)				
Product	Product Number	Unit of Measure	Order Qty.	Shipping
Mitosol (mitomycin for solution) 0.2mg/ vial Kit for Ophthalmic Use	MOB.2	3 Kits Per Box		Orders ship via FedEx 2-Day Shipping unless expedited shipping is requested.
Amphadase (Hyaluronidase Injection, USP)*	MOB.4	10 Vials Per Box		Expedited Shipping: A \$30 Expedite Fee will be added to your invoice in addition to the applicable Overnight FedEx Shipping Rate.
*Amphadase will only ship Monday - Thursday with PRIORITY OVERNIGHT SHIPPING!				<input type="checkbox"/> Check this box to select Expedited Shipping
Amphadase® is a registered trademark of Amphastar Pharmaceuticals, Inc.				Due to major issues affecting the shipping industry FedEx WILL NOT guarantee delivery times!
Warning: This product can expose you to chemicals including Mitomycin C, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov				

Licensure: Fax 1-844-329-6486 or email orders@mobiustx.com the following license with this form to the Mobius Order Desk, as soon as possible:

Current State Facility License

**** YOUR FIRST ORDER WILL NOT SHIP UNTIL THE APPROPRIATE LICENSURE IS RECEIVED AND VERIFIED. ****

Shipping: OVERNIGHT shipping is available for an additional EXPEDITE FEE of \$30 which will be added to your invoice. Standard Orders ship via 2-day Federal Express from our Authorized Distributor, Foundation Care.

Questions? Call 1-877-393-6486

Glaukos Corporation Terms and Conditions of Sale

ALL PURCHASES FROM GLAUKOS CORPORATION ("GLAUKOS") OF THE PRODUCTS LISTED ON THE ACCOMPANYING PURCHASE ORDER ACKNOWLEDGEMENT AND/OR INVOICE (THE "PRODUCTS") SHALL BE GOVERNED EXCLUSIVELY BY THESE TERMS AND CONDITIONS OF SALE ("T&CS"). ANY OF CUSTOMER'S PURCHASE ORDERS, ORDER FORMS, ACKNOWLEDGEMENT FORMS OR OTHER DOCUMENTS ISSUED BY CUSTOMER, HOWEVER COMMUNICATED, WHICH CONTAIN TERMS DIFFERENT FROM OR IN ADDITION TO THESE T&CS ARE HEREBY OBJECTED TO BY GLAUKOS AND SHALL BE OF NO FORCE OR EFFECT. ACCEPTANCE OF CUSTOMER'S PURCHASE ORDER AND ALL SALES BY GLAUKOS TO CUSTOMER ARE EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THESE T&CS, WHETHER ACCEPTED BY WRITTEN ACKNOWLEDGEMENT, IMPLICATION OR BY ACCEPTANCE OF OR PAYMENT FOR PRODUCTS ORDERED. THESE T&CS APPLY IN LIEU OF ANY COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE IN THE INDUSTRY.

1) Purchase Orders. Customer is required to submit a purchase order to Glaukos, including, at a minimum, product designation, quantity, price, eligible discount, ship to address, special packaging and/or shipping instructions, if any, and requested delivery date. An electronically transmitted equivalent or order placed by telephone is acceptable.

2) Delivery, Shipment and Acceptance: All shipments are F.O.B shipping point, Incoterms 2020, using Glaukos' designated carrier. Freight, handling, insurance and other related costs are prepaid by Glaukos and invoiced to Customer. Customer shall notify Glaukos in writing within five (5) business days of any short delivery or other nonconformance reasonably discoverable on examination, after which the Products shall be deemed accepted.

3) Title and Risk of Loss: Title and risk of loss to Products sold hereunder shall pass to Customer upon delivery to the shipping point.

4) Pricing: Products are invoiced at the list prices in effect on the day the order is received. List prices are subject to change without notice and no adjustments will be made based on changes in list prices.

5) Payment Terms: All Glaukos invoices are due for payment by the 30th day after the invoice date, unless otherwise stated on invoice. Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer, all of which are the responsibility of Customer. A finance charge may be assessed on all unpaid balances over 30 days equal to one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. Any and all collection expenses, including reasonable attorneys' fees, which are incurred by Glaukos to secure payment of any sums due from Customer and/or to effectuate repossession of Products purchased from Glaukos, but not paid for, will be borne by Customer. In the event of late payment, Glaukos also reserves the right to suspend delivery.

6) Limited Warranty: a. Glaukos warrants that the Products will be free from defects in materials and workmanship, for one use, during the period up to, but not beyond, the sterility expiration date marked on each Product, which shall have at least 6 months of shelf life from the date of shipment (the "Warranty Period"). During the Warranty Period, Glaukos shall, at its option, replace, refund or credit the purchase price of any Product that does not comply with the limited warranty set forth in this Section. Customer shall, upon request by Glaukos, return the defective Product to Glaukos at Glaukos' expense for shipping, provided that Glaukos has pre-approved the Customer's shipping costs for the return of the defective Product to Glaukos. Replacement Products shall be warranted for the sterility expiration date marked on each such replacement Product. b. The warranties made under Section 6.a above (and Glaukos' obligations under this Section 6) are not applicable to: (i) disposable Products that are used more than the number of times specified for their use; (ii) Products that are not provided by Glaukos; (iii) operator problems related to environmental conditions beyond the control of Glaukos; (iv) Customer induced damage, or improper installation, shipping or initial operation of the Products; (v) Products which have been modified without the express written authorization of Glaukos; (vi) supplies, devices or electrical work external to the Products; (vii) unopened Products, which have a use period expiring on the expiration date, if any, set forth on such Product's packaging; (viii) expenses such as labor or other expenses due to delays or inability to render any service herein described; (ix) use of the Products for purposes for which they are not intended, (x) use of any Product for a purpose, in a manner, or by unqualified personnel or agents, in each case contrary to the terms set forth in these T&Cs or the applicable instructions for use; or (xi) damage caused by unauthorized maintenance, accident, fire, war, vandalism, weather, war, or any Act of God, and/or unauthorized equipment attached to the Products. c. THE FOREGOING WARRANTIES ARE EXCLUSIVE TO CUSTOMER ONLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.) Section 6 states Customer's sole and exclusive remedy for failure of any Product to comply with the limited warranties set forth herein.

7) Product Returns Policy. Product returns and purchase order inquiries are addressed under Glaukos' Returned Goods Policy ("Returns Policy"). The Returns Policy is available upon request by calling Glaukos Customer Service at 1-800-GLAUKOS (1-800-452-8567). Request for product returns or purchase order adjustments will be subject to prior authorization from Glaukos Customer Service.

8) Compliance: Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the federal and/or state licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these T&Cs.

9) Safe Harbor Requirements. Prices under these T&Cs may reflect discounts, rebates, or other reductions in price (collectively, "discounts"), and it is Glaukos' and Customer's intention that such discounts shall be administered consistent with the discount exception to the federal anti-kickback statute (42 USC 1320a-7b(B)(3)(A)) and the related regulatory discount safe harbor (42 CFR 1001.952(h)). Glaukos will reflect when a discount applies on invoices or alternative document, and Customer may request additional documentation of purchases and discounts hereunder as necessary to facilitate appropriate reporting. To the extent and as required by applicable law, regulations, or other contractual obligations, it is Customer's responsibility to appropriately report or reflect such discounts, including any bundled discounts, on cost reports or claims submitted to third party payors, including but not limited to federal or state health care programs. Further, Customer will retain documentation provided by Glaukos relating to purchases and discounts hereunder and make it available to federal or state health care program representatives upon request. Discounts are not provided, or intended, to induce, suggest or recommend the use of any products in combination with any other products, and health care providers should use their own independent clinical judgment to determine the appropriate medical treatment for their patients.

10) Intended Use; Training. The Products are suitable for use in medical facilities by medical professionals only. Customer is responsible for ensuring that the Products are used: (i) only as documented in the instructions for use provided by Glaukos; and (ii) only by Customer's personnel or agents possessing sufficient training and expertise and that maintain all required federal and/or state pharmaceutical licenses to properly use the Products as documented in the applicable instructions for use. Glaukos may reject any Purchase Order with a "ship to" location that is not affiliated with surgeons that have completed Glaukos' training requirements to Glaukos' sole satisfaction ("Trained Surgeons"). Products shall not be transferred from their original "ship to" address without first obtaining the prior written consent of Glaukos.

11) Confidential Information: All non-public, confidential or proprietary information of Glaukos, including but not limited to specifications, samples, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Glaukos to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Products is confidential, solely for the use of performing these T&Cs and may not be disclosed or copied unless authorized in advance by Glaukos in writing. Upon Glaukos' request, Customer shall promptly return all documents and other materials received from Glaukos. Glaukos shall be entitled to injunctive relief for any violation of this Section.

12) Governing Law: These T&Cs and the contract formed by each sales transaction shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws provisions. Subject to Section 13 below, all controversies, disputes and claims shall be adjudicated by a court of competent jurisdiction within the County of Orange, State of California or the United States District Court, Central District of California, which courts shall have exclusive jurisdiction of such matters.

13) Dispute Resolution: In the event that any dispute, claim or controversy (collectively, a "Dispute") arises out of or relates to these T&Cs, an appropriate authorized manager of each party shall attempt a good faith resolution of such Dispute within thirty (30) days after either party notifies the other of such Dispute. If such Dispute is not resolved within thirty (30) days after such notification, the parties shall submit such Dispute to binding arbitration, initiated and conducted in accordance with the then existing American Arbitration Association ("AAA") Commercial Arbitration Rules, before a single arbitrator selected jointly by the parties. If the parties cannot agree on an acceptable arbitrator within thirty (30) days after one party proposes an arbitrator to the other, then either party may apply to the AAA for the appointment of an arbitrator chosen by the AAA. The arbitration shall be in the English language. The arbitration shall be conducted in Orange County, California and judgment upon the award may be entered into any court having jurisdiction thereof. There shall be no appeal from the arbitral award. Nothing herein, however, shall prohibit either party from seeking injunctive or other equitable relief from any court of competent jurisdiction. Each party shall bear its own expenses incurred in connection with the arbitration, and the parties will mutually share the AAA administrative fees and the arbitrator's expenses.

14) Force Majeure: Glaukos shall have no liability for failure to perform or delay in the delivery of any and all products manufactured or sold by Glaukos caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, governmental action or inaction, request of governmental authority, delays of any kind in transportation, acts of governments, strikes, inability to secure materials or transportation facilities or labor disturbances.

15) Limitation of Liability: Glaukos is not liable, directly or by way of warranty, indemnity or otherwise, either expressly or impliedly, for: a. any damages which might arise or be caused, whether by Customer or by any of the users of the Products provided by Glaukos, as a result of, in connection with, or otherwise attributable to: (i) misuse, abuse, accident, mishandling and/or improper operation and/or storage; (ii) repairs, servicing, modifications and/or alterations performed by any person or entity, other than Glaukos; (iii) use in any manner other than those for which such Products are designed and are otherwise intended to be used or not in accordance with product instructions; and (iv) negligence of any person or entity, other than Glaukos; or (iv) external causes, including natural disaster; b. any special, incidental, consequential, punitive, exemplary or indirect damages, including but not limited to alleged damages for delayed shipment, non-delivery, product failure, product design or production, inability to use such Products or services, loss of future business (lost profits), or from any other cause, whatsoever, in connection with or arising from the purchase, sale or use of such Products, even if Glaukos has been advised of the possibility of such damages; or c. any damages or other costs or expenses in excess of the total amounts paid or payable by Customer for the Products that gave rise to the claim. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND DISCLAIMERS OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, SO THE LIMITATIONS AND/OR EXCLUSIONS, SET FORTH IN THESE T&CS, MAY NOT APPLY. IN THAT EVENT, GLAUKOS' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW IN THE SUBJECT JURISDICTION.

16) Miscellaneous: Any assignment of Customer's rights and obligations hereunder will be void without Glaukos' prior written consent. Glaukos may at any time assign or transfer any or all of its rights or obligations under these T&Cs without Customer's prior written consent. Subject to the foregoing, these T&Cs shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. The invalidity or unenforceability of any terms herein will not affect the validity or enforceability of any other terms. No delay or omission by either party to seek a remedy for breach of or to exercise any right under these T&Cs shall be construed as a waiver of such breach or right, unless such waiver appears expressly in a writing executed by an authorized officer of the party to be charged with the waiver. Except as otherwise limited in these T&Cs, the parties' rights and remedies for defaults stated in these T&Cs are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. Amounts payable to Glaukos for the purchase of Products are not subject to withholding, setoff or counterclaim under any circumstances without Glaukos' prior written consent. These T&Cs cannot be modified, supplement or rescinded except in a writing signed by both parties. These T&Cs and Glaukos' Order Acknowledgement embody the entire agreement between the parties hereto and supersede all other prior agreements, whether written or oral, between the parties in connection with the Products sold hereunder. Rev. 11/25