

ACCOUNT SET-UP FORM



Complete and send to the Mobius Order Desk by either:

FAX: 1-844-329-6486 OR EMAIL: orders@mobiustx.com

For Customer Service
Call: 1-877-393-6486

1000 Executive Parkway
Suite 224
St. Louis, MO 63141

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	MOB.2	3 Kits Per Box		<u>Orders ship via FedEx 2-day, unless expedited shipping is requested</u> Expedited Shipping: <input type="checkbox"/> Standard Overnight (Next day by 8pm) <input type="checkbox"/> Priority Overnight (Next day by 11am) <input type="checkbox"/> First Overnight (Next day by 8am)
Epinephrine	MOB.3	10 Ampules Per Box		
Amphadase	MOB.4	10 Vials per Box		

Licensure:

Fax (1-844-329-6486) or Email (orders@mobiustx.com) the following license(s) with this Form to the Mobius Order Desk, as soon as possible.

- a. State Medical License
- b. Business License - this is the address to which order must ship.

**** 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 Toll-free
1-877-393-6486**

Mobius Therapeutics, LLC Terms and Conditions of Sale

This document outlines Mobius Therapeutics, LLC ("Mobius") Terms and Conditions of Sale that shall govern purchases made by Mobius' customers. Any statement contained on any purchase order or similar document which is not specifically approved or acknowledged in writing by Mobius in advance of sale, will not be considered an agreement between Mobius and the Customer.

PRICES are subject to change without notice.

PAYMENT TERMS:

- Unless otherwise indicated, all sales are due Net 30 days from the Invoice Date. Past due balances are subject to a service charge of the highest legal rate.
- Mobius reserves the right to require payment in advance of shipment.

TITLE/DELIVERY/INSPECTION:

- Title to goods sold passes to the customer upon delivery to the carrier. Orders ship F.O.B. Origin (freight prepaid and added).
- Orders ship via FedEx 2nd Day Air to customer's location unless the customer chooses to pay for an expedited shipping method.
- Deliveries should be inspected for damage and total piece count before carrier departs. Note discrepancies and/or damages on the carrier's delivery receipt. Failure to do so may result in denial of credit. Call Mobius Customer Service at 1-877-EYE-MITO (1-877-393-6486) to report shortages or damages within 1 business day. Please see Returns Procedure below.

PRODUCT COMPLIANCE:

MOBIUS hereby warrants that all Product delivered by MOBIUS shall have been manufactured and packaged in accordance with all applicable laws and regulations.

EXPIRATION DATING:

Expiration dates are assigned to the Product at the time of manufacture. Product maintains labeled potency through the last day of the month of expiration shown on packaging (e.g., Exp. 5/12 = 5/31/2012).

RETURNED GOODS POLICY:

Unless product is found to be defective, product is non-returnable, with all sales being final.

- Prior Authorization is required on all Returns.
- A Return Goods Authorization number must accompany all Returns.
- Product requires specific procedures to be followed for return to be accepted. Mobius' representatives are not permitted to pick up product for return.
- Call Mobius Customer Service at 1-877-EYE-MITO (1-877-393-6486) so that a Customer Service Representative can assist in determining the reason for return and procedure to be followed.

WARRANTY:

MOBIUS EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR BY OPERATION OF LAW OR OTHERWISE OR STATED IN ANY PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOBIUS BE RESPONSIBLE OR LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND (WHETHER ARISING UNDER CONTRACT, TORT, OR OTHERWISE) INCLUDING BUT NOT LIMITED TO LOST PROFITS, OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MOBIUS BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES.

SEVERABILITY:

If any provision or clause of these Terms and Conditions of Sale conflicts with the governing law or if any court of competent jurisdiction holds invalid any provision or clause of these Terms and Conditions of Sale, then such provision shall be deemed modified to reflect as nearly as possible the Mobius' intent. The remainder of the Terms and Conditions of Sale shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION:

The law of the Delaware, exclusive of its choice of law rules, shall govern these Standard Terms and Conditions of Sale. Customer agrees to submit to the jurisdiction of any competent federal or state court sitting in Delaware.

FORCE MAJEURE:

Mobius will not be liable for any failure to deliver or receive or any delay in delivery or receipt of product when such failure or delay shall be caused (directly or indirectly) by: fire; flood; accident; explosion; equipment or machinery breakdown; sabotage; strike, or any labor disturbance (regardless of the reasonableness of the demands of labor); civil commotions; riots; invasions; wars (present or future); acts, restraints, requisitions, regulations, or directions of any governmental entity; voluntary or mandatory compliance with any request of any governmental entity; facility shut down; voluntary or mandatory compliance with any request for material represented to be for purposes of (directly or indirectly) producing articles for national defense or national defense facilities; shortage of labor, fuel, power, components or raw materials; inability to obtain components, raw materials or supplies; failures of normal sources of supplies; inability to obtain or delays of transportation facilities; any act of God; any act of another party; or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of such party and/or such party's normal sources of supply of any products purchased for resale affecting the production and/or delivery of product.

In the event that either of the parties shall be delayed in the performance of any obligation under any provision of this Agreement for any of the reasons set forth in this section, the time for the performance of said obligations shall be extended for the period required by reason of such delay. The party claiming force majeure shall inform the other party of the beginning of and, if possible, the anticipated ending date of the above causes and the circumstances thereof in writing within fifteen (15) days after the occurrence of such causes. In any event neither Mobius nor Customer shall be liable in any way for loss or damage arising directly or indirectly through or in consequence of any such events or happenings.

MITOSOL® EVERGREEN POLICY

The Mitosol® Evergreen Policy is meant to ensure that no undue burden is incurred by Mobius™ customers for occasional and unforeseen events related to Mitosol®. In the event any of the following occurs, Mobius will parlay a one-time replacement of the affected kit(s): 1) Kit(s) that have been opened however unused for any reason, and 2) Kit(s) that have reached their expiration dates. Kits that have been provided at no charge (replacements, samples, donations, and clinical trial product) are not subject to the Mitosol® Evergreen Policy. Mobius Therapeutics™ reserves the right to modify or cancel this policy at any time and without prior notice.