

STANDARD TERMS & CONDITIONS

For the sale of Sientra products

OVERVIEW

By purchasing our products, you ("you" or the "purchaser") agree that you have read, understand, and agree to the following Terms and Conditions for the sale of Sientra products ("Terms & Conditions"). Please read these Terms & Conditions carefully before purchasing our products. If you do not agree to all the Terms & Conditions, then you may not purchase our products. If these Terms & Conditions are considered an offer, your purchase of our products constitutes acceptance.

You can review the most current version of the Terms & Conditions at any time on this page at sientra.com/resources. Sientra reserves the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to this page. It is your responsibility to check this page periodically for changes. Your continued purchase of products from Sientra following the posting of any changes constitutes acceptance of those changes.

PHYSICIAN CREDENTIALS

Sientra OPUS™ breast implants and tissue expanders are prescription medical devices and U.S. federal law restricts the sale of these Sientra products to sale by or on the order of a physician. Sientra sells these products only to licensed physicians who are certified by the American Board of Plastic Surgery (ABPS) or who have completed training prerequisites and requisites required by ABPS for permission to take the board examination. By purchasing these products from Sientra, you represent that you are duly licensed to use the Sientra products pursuant to U.S. law or are purchasing them on order of a person who holds such license.

Sientra BIOCORNEUM® products are available for sale through licensed medical practitioners only. Sientra has the right to refuse sales to those who do not meet this criterion.

FINANCIAL RESPONSIBILITY & LATE CHARGES

If payment is not made by the date set forth on the billing statement, Sientra may suspend future shipments and may charge the purchaser interest at 1.5% per month (or the maximum rate allowed by law) until payment in full is made.

SALES TAX

Items purchased may be subject to sales/use tax in accordance with the state tax laws in the state to which the order is shipped. If the purchaser is a tax-exempt entity, or is purchasing items pursuant to an exemption available in its home state, or is purchasing items for resale, then the purchase may be eligible for tax-exempt treatment. Sientra reserves the right to request additional information for purposes of complying with state sales tax laws.

SHIPPING

Sientra offers free **FedEx Express Saver®** shipping on all domestic orders. Additional fees apply for expedited shipping. Sientra assumes no liability for additional cost or damages resulting from late deliveries.

PRODUCT RETURNS

Sientra provides pre-paid ground return shipping on all returns of unused Sientra OPUS breast implant and tissue expander products. Full credit will be issued on those products returned within 6 months after the date the products were shipped to the purchaser. No credit will be issued on products returned later than 6 months after the date the products were shipped to the purchaser. No credit will be issued unless all package seals are intact upon return.

For BIOCORNEUM products, all sales are final. Sientra guarantees product quality and will replace any defective product, provided the product has not expired. Sientra shall not be responsible for BIOCORNEUM products sold through unauthorized third-party channels or resellers. Offering to resell or reselling or offering to redistribute or redistributing Sientra products through unauthorized third-party channels or resellers, including third-party online retail sites is strictly prohibited and will immediately void any product warranties and any licenses (express or implied) to Sientra's intellectual property rights. Sientra will not guarantee or replace any product sold through unauthorized third-party channels or resellers. Sientra reserves the right to cancel any orders that it determines in its sole discretion are made for commercial resale or redistribution purposes through unauthorized third-party channels or resellers.

EXPLANTED DEVICE RETURNS & REPORTING

Explanted medical devices must be returned to Sientra and the reason for explanation must be provided together with appropriate documentation. All explanted medical devices must be returned in a Sientra Explant Return Kit. Please contact the Sientra Customer Experience Team at 888.708.0808 for a Sientra Explant Return Kit and instructions.

WARRANTY & DEVICE TRACKING

For Sientra OPUS breast implants only, Sientra provides the Sientra Platinum20™ Product Replacement and Limited Warranty Program to all patients implanted on or after May 1, 2018. The full Terms & Conditions for this program can be found at sientra.com/resources. For patients implanted prior to May 1, 2018, please consult the applicable Terms & Conditions at sientra.com/resources. No other warranties, express or implied are provided.

NET PRICE DISCLOSURE

Sientra advises all purchasers who are paid or reimbursed by the U.S. government to submit to the U.S. Government price information that is net of all discounts.

CHOICE OF LAW

The Terms & Conditions of all sales are governed by California law. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement and the relationship created thereby, whether sounding in contract, tort, statute or otherwise, shall be governed by the laws of the State of California, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of any other jurisdiction.