

STANDARD TERMS & CONDITIONS

for the sale of Sientra products

PHYSICIAN CREDENTIALS

Sientra medical devices are prescription products 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.

Sientra bioCorneum products are available for sale to 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 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's 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 product. 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 shall not be responsible for bioCorneum product sold through unauthorized third-party channels or resellers.

EXPLANTED DEVICE RETURNS & REPORTING

Explanted medical devices must be returned to Sientra and the reason for explantation 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 breast implants only, Sientra provides its Standard Limited Warranty and Product Replacement and CapCon Care (C³) programs to patients who are enrolled in the programs when their surgeon completes the enrollment form for Sientra Silicone Gel Breast Implant Device Tracking and Limited Warranty. The full Terms & Conditions for these programs can be found at sientra.com. 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.