Appendix C Example of an invoice for replacement of gas, windows

Invoice

STRATA Skin Sciences, Inc.

5 Walnut Grove Dr Ste. 140 Horsham, PA 19044 US

Tel: 215-619-3200

REMIT TO: XTRAC/ STRATA SKIN SCIENCES PO BOX 780008 PHILA, PA 19178-0008
 Invoice No
 Page

 143504
 1

 Invoice date
 1/19/2024

Bill To:

Ship To:

Order number	Sales order date	Account number	Loc	Account manager	
47153	1/19/2024		CA 662 Jake Ripp		
PO number		Job No	Ship v	ia PPD/COL	
4010257972HTM			TRUMPC	ARD	

Item No.	Quantity ordered	Qty Shipped/Returned	Item price	UOM	Extended Total
Description		Quantity on back order	Discount %		price
0044-0414	1.00	1.00	2,000.0000	EA	
T & M HOURS ASSOCIATED WITH / LASER SER	VICE				2,000.00
0044-0419	1.00	1.00	400.0000	EA	
T & M HOURS ASSOCIATED WITH / LASER SER	VICE				400.00
0044-5509	1.00	1.00	6,300.0000	EA	
T & M PARTS ASSOCIATED WITH / LASER SERV	/ICE				6,300.00
0044-5509	1.00	1.00	3,795.0000	EA	
T & M PARTS ASSOCIATED WITH / LASER SERV	/ICF				3,795.00

CONT:

XTRAC LASER BILLABLE SERVICE FOR LASER,

SERIAL NO. PER PO PO AND STRATA QUOTE

IN WHICH SERVICE WAS PERFORMED ON 01/15/2024 PER SERVICE CALL 03.908.454 BY FIELD SERVICE ENGINEER, TERRY SPAIN IN WHICH GAS BOTTLE AND ROTATING WINDOWS WERE REPLACED PLUS FULL PREVENTIVE MAINENANCE PER FIELD SERVICE MANAGER, RICHARD MCEVOY *NOTE: TAX EXEMPT

END/AGB

Comments:

 Sales amount:
 12,495.00

 Miscellaneous amount:
 0.00

 Freight:
 250.00

 Sales tax:
 0.00

 Subtotal:
 12,745.00

 Amount Received:
 0.00

12,745.00

Total amount due:

Payment terms:

NET 30

			Purchase Order	r
			PO Number:	Vendor Name: STRATA SKIN SCIENCES INC
			Revision: 1	G SL: 16609157
				Site Code: HORSHAM 102
-			Shipping	g Instructions
Bill To : To :	United States STRATA SKIN SC 5 WALNUT GRO SUITE 140 HORSHAM PA M United States		from prior to completing to mark all packages, packing li	ions noted on this PO. It is a cap. In order to receive eds the PO cap, approval is required the repair. It ists, and correspondence with the PO accompany each shipment. Invoices
Payment Terms Net 30		Transportation F.O.B. Free Carrier Shipping Terms Title Passage Buyer's Dock	Currency USD	Purchase Date 01-DEC-23

Deliver to: Invoice to: Notes			Notes			
Please emails invoices to United States		devices ple	For PO changes related to biomed or monitoring devices please Email: For ALL AP inquiries, contact the AP Help Desk Team at:			
Item Number	Quantity	иом	Item Identifier/Description	Unit Price USD	Date to Arrive	Amount
	1274500	Each	Purchased Services	.01	30-NOV-23	12745

Grand Total 12745

Note To Vendor : Shipping Method: FedEx Ground, Fedex Account:

Terms and Conditions: STANDARD PO REMARK STANDARD TERMS OF PURCHASE APPLY TO THIS ORDER. TO OBTAIN A COPY OF THE APPLICABLE STANDARD TERMS OF PURCHASE GOVERNING THIS ORDER. PLEASE VISIT This purchase order, as amended or supplemented, and together with any specifications and other documents referred to herein (collectively, the "Order") between the entity listed in the Order header ("Buyer") and the Supplier referenced above ("Supplier") is an offer to purchase the goods and/or services described herein (including any deliverables and documentation). This Order shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Order. You, the Supplier, agree to the following: (i) this Order will be governed solely by the Standard Terms of Purchase, which are incorporated herein by reference, and any specifications and other documents referred to herein; (ii) the Supplier has received and reviewed the Standard Terms of Purchase and agrees to be bound by those terms; (iii) acceptance of this Order is expressly limited to the terms of this Order and (iv) Supplier's issuing any acceptance or acknowledgement or commencing the work called for in the Order in any manner will constitute Supplier's irrevocable acceptance of this Order, including the Standard Terms of Purchase, with the intent to create a binding agreement between Supplier and Buyer with the same legal effect, validity and enforceability of a handwritten signature and paper document. ANY ATTEMPTED ACCEPTANCE OR ACKNOWLEDGMENT OF THIS ORDER CONTAINING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THIS ORDER IS NOT BINDING UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING.



Service Quotation

	November 17, 2023
5 Walnut Grove Drive, Suite 140 Quotation	n # N
Horsham, PA 19044 Custom	ner ID
Phone 877-449-8722 Fax (760) 602-3311	
Bill To:	
Prepare	ed by: A.Barragan
Comments or special instructions:	
XTRAC system 40235	1
Contact:	
РМ	9
Description	AMOUNT

	Description	AMOUNT
68	Labor	\$2,000.00
	Expense / Travel	\$400.00
	Shipping	\$250.00
Required	Gas Cynlinder	\$6,300.00
	Required Total	\$8,950.00
	Handpiece	\$7,429.00
As Needed	Windows	\$3,795.00
	Additional Total (as needed)	\$11,224.00

If you have any questions concerning this quotation, feel free to contact us at 877-449-8722 ext 6

<u>xtrac-ts@strataskin.com</u>

THANK YOU FOR YOUR BUSINESS

Approved By	Signature(*)	

* Your signature authorizes your agreement to STRATA's Terms & Conditions and the automatic billing for the total amount and the billing of the additional parts as needed without further authorization

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Terms and Conditions

1. Scope. The Terms and Conditions ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by STRATA Skin Sciences, Inc. ("STRATA"). Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein

- 2. <u>Price, Taxes and Quotations</u>. Any order that can be cancelled and rescheduled pursuant to the terms herein is subject to a price change immediately. All prices are exclusive of any sales or use, or similar taxes for the sales or service. Unless otherwise agreed to in writing by the parties, prices quoted by STRATA are those current at the date of quotation and shall expire 30 days after the date of the quotation. The quoted price is inclusive of the return of any replaced parts, all removed parts including but not limited to gas cylinders become Strata properties upon replacement. The price will be adjusted if the old parts are not returned to STRATA.
- 3. <u>Delivery.</u> Unless otherwise agreed in writing, sales are EXW STRATA's facility where risk of loss transfers upon delivery to the shipper. STRATA may deliver products or services in one or more consignment and invoice each consignment separately. STRATA does not accept liability for any loss arising from delay in delivery of products or parts or provision of any services.
- 4. Payment Terms. Unless otherwise agreed in writing, Payment terms are in advance by credit card. A 3% convenience fee will apply to the
- 5. <u>Non-Conforming Delivery</u>. Buyer shall notify STRATA of any observable defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment or provision of the service. Failure to notify STRATA in writing within such period shall be deemed an unqualified waiver of any rights to return products or refund of payment for services. STRATA shall retain a security interest in the products until Buyer's final payment to STRATA for the products. At STRATA's sole discretion refurbished parts may be provided under this order.
- 6. Order Cancellation. Buyer may cancel any order for convenience or reschedule a product/service without penalty if the cancellation is more than five business (5) days from the confirmed shipping/service date; all other cancellations are subject to a cancellation fee equal to 15% of the total charges on the cover page and reimbursement for any non-refundable travel expenses incurred by STRATA.
- 7. <u>Contingencies</u>. STRATA shall not be in breach of its obligations and shall not be liable in any way for any loss, damage or expense arising directly or indirectly from any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond STRATA's reasonable control, including but not limited to, shortages of machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, fire, explosion, natural disaster, or terrorist act.
- 8. <u>Limited Warranty</u>. The products and services sold hereunder shall be free from defects in materials and workmanship and shall conform to STRATA's published specifications for a period of three months from the date of shipment of the products. STRATA reserves the right to use used or reconditioned parts. The foregoing warranty does not apply to any products which have been subject to misuse, neglect, accident or modification. STRATA shall make the final determination as to whether its products or services are defective. STRATA's sole obligation for products and services failing to comply with this warranty shall be, at its option, to either repair, replace or issue credit for the nonconforming product or service. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. <u>Limited Liability</u>. STRATA shall not be liable for incidental or consequential damages, including but not limited to delay, lost profits, or loss of goodwill arising out of the sale/service, installation or use of any STRATA product.
- 11. <u>Miscellaneous</u>. Disputes between the Parties shall be governed by the laws of the Commonwealth of Pennsylvania, notwithstanding any conflicts of laws provisions, and adjudicated in the courts located in the county in which STRATA is headquartered, to which jurisdiction Customer assents. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements in connection with this Equipment. Changes and waivers to this Agreement must be in writing and signed by both Customer and STRATA.