

FillPure Order Form

Please fill out this document and return to SALES@FLAVORX.COM
All Plans are billed annually

<u>Shipping Address:</u>	<u>Billing Address (if different from shipping):</u>
Pharmacy Name: _____	Contact Person: _____
Contact Person: _____	Address: _____
Address: _____	_____
City: _____ State: ___ Zip: _____	City: _____ State: ___ Zip: _____
Location Hours: _____	Country: _____
Email: _____	Email: _____
Phone: _____	Phone: _____
Fax: _____	Current Customer: _____ (If available)
<u>Billing Information:</u>	
Name on Card: _____	PO #: _____
Card Number: _____	Notes: _____
CVV: _____ Expiration: _____	_____

Service Plans

Fillpure- \$499

Add Install (recommended)- \$500

Purchaser Signature: _____ **Date:** _____

**For questions regarding this document please contact
443-276-7886 - SALES@FLAVORX.COM**



p: 800-884-5771
f: 240-223-1099



info@flavorx.com
www.flavorx.com



9475 Gerwig Lane, Ste. A
Columbia, MD 21046

ADDENDUM TO SUPPLY, LICENSE, AND USER AGREEMENT

This Addendum to Supply, License, and User Agreement (“ADDENDUM”) is effectively dated as of _____, 20__ (“EFFECTIVE DATE”), and amends and supplements the Supply, License, and User Agreement effectively dated as of _____ (“ORIGINAL AGREEMENT”) by and between **FLAVORx, INC.**, a District of Columbia corporation (“FLAVORx”), and _____, a _____ (“PHARMACY”). Terms which appear in all capital letters in this ADDENDUM and which are not defined herein shall have the respective meanings provided in the ORIGINAL AGREEMENT. As used throughout this ADDENDUM and the ORIGINAL AGREEMENT, all references to the “AGREEMENT” shall mean, collectively, the ORIGINAL AGREEMENT as amended by this ADDENDUM.

1. Equipment Lease. FLAVORx hereby agrees to deliver and lease to the PHARMACY, and the PHARMACY hereby agrees to lease from FLAVORx (“EQUIPMENT LEASE”), ___ (___) “FillMaster Pro” devices (individually or collectively as the context may require, “LEASED DEVICE”) for a period to coincide with the TERM (the “LEASE TERM”). Subject to Sections 3 (captioned “Return of Equipment; Replacement Value”), 4 (captioned “Care, Use, and Maintenance of Leased Device”), and 6 (captioned, “Liability For Damage To, And Loss Of, The Leased Device”), the PHARMACY shall not be required to pay any additional fee in connection with the EQUIPMENT LEASE.

2. Title to Leased Device. At all times during the LEASE TERM, FLAVORx (or an affiliate thereof, as the case may be) shall remain the owner of each LEASED DEVICE.

3. Return of Equipment; Replacement Value. The PHARMACY acknowledges and agrees that the LEASED DEVICE is being leased to the PHARMACY at no charge on the condition that the PHARMACY – (a) continues to renew the TERM of the AGREEMENT to receive and utilize the PRODUCTS and LICENSE; and (b) is not in default of its obligations to timely pay the Annual License Certification Fee or other amounts due and owing under this AGREEMENT and is not otherwise in default of its obligations hereunder (an “EVENT OF DEFAULT”). Consistent with the foregoing, the PHARMACY agrees that, within thirty (30) days of the earlier to occur of – (a) the conclusion of the TERM; or (b) an EVENT OF DEFAULT, the PHARMACY shall return the LEASED DEVICE to FLAVORx. If the PHARMACY fails to timely return the LEASED DEVICE pursuant to the terms of this Section 3, then the PHARMACY shall be obligated to pay to FLAVORx \$2,000.00 per LEASED DEVICE (“REPLACEMENT VALUE”), which the PARTIES acknowledge is the full replacement value of each LEASED DEVICE.

4. Care, Use, and Maintenance of Leased Device. The PHARMACY agrees that each LEASED DEVICE will be: (a) operated by competent employees; (b) operated in accordance with the instructions and procedures provided by FLAVORx; (c) used solely in the conduct of its business; and (d) maintained and operated in compliance with all federal, state, and local laws. The PHARMACY further acknowledges and agrees that: (i) the LEASED DEVICE is designed to be utilized with FLAVORx’s flavoring products; and (ii) the PHARMACY shall not utilize any other products which flavor reconstituted antibiotics or other medications in conjunction with the LEASED DEVICE other than FLAVORx’s flavoring products. The PHARMACY shall not assign any of its rights under this AGREEMENT to any third party or make any alterations or additions to any LEASED DEVICE without FLAVORx’s prior written consent. If the PHARMACY assigns its rights as to any LEASED DEVICE or makes any unauthorized changes to any LEASED DEVICE, then, in addition to the default remedies set forth in this

AGREEMENT, the PHARMACY shall pay to FLAVORx, as liquidated damages for such default, an amount equal to the REPLACEMENT VALUE of the affected LEASED DEVICE.

5. Insurance for Leased Device. During the LEASE TERM, although FLAVORx (or an affiliate thereof, as the case may be) shall remain as the owner of the LEASED DEVICE, the PHARMACY shall: (a) procure and continuously maintain and pay for a casualty insurance policy, in such form and with such insurance company that are reasonably satisfactory to FLAVORx, which must insure against loss of, and damage to, each LEASED DEVICE in an amount at least equal to the REPLACEMENT VALUE of each LEASED DEVICE; (b) name FLAVORx as sole loss payee and additional insured under such casualty insurance policy; and (c) state that no cancellation or modification of such insurance is permitted without thirty (30) days advance written notice to FLAVORx. The PHARMACY shall provide evidence of the requisite insurance coverage to FLAVORx within thirty (30) days of the EFFECTIVE DATE.

6. Liability For Damage To, And Loss Of, The Leased Device. If any LEASED DEVICE is damaged or lost while in the PHARMACY's possession, the PHARMACY shall be responsible for such damage or loss and shall pay to FLAVORx the value of the lost or damaged LEASED DEVICE. For purposes of calculating the PHARMACY's payment obligations, the value of each such LEASED DEVICE shall be an amount equal to the aggregate REPLACEMENT VALUE of the damaged or lost LEASED DEVICE(S).

7. No Other Amendments. Except as expressly set forth above, no other amendments or modifications have been made to the ORIGINAL AGREEMENT, which remains in full force and effect. The PARTIES do not intend for this ADDENDUM to constitute a novation of the ORIGINAL AGREEMENT.

8. Miscellaneous. This ADDENDUM shall: (a) inure to the benefit of the PARTIES and shall be binding upon their respective successors and assigns; and (b) be governed by the laws of the State of Maryland. No term, condition, understanding or agreement purporting to modify, vary or waive the terms of this ADDENDUM shall be binding unless hereafter agreed to in writing by both PARTIES.

[Signatures Appear On Following Page]

IN WITNESS WHEREOF, the PARTIES have executed this ADDENDUM under seal as of the EFFECTIVE DATE (notwithstanding the actual date of execution and delivery hereof). This ADDENDUM may be executed in counterparts and delivered via facsimile or electronic transmission.

WITNESS/ATTEST:

FLAVORx

FLAVORx, INC.,
A District of Columbia Corporation

By: _____ (SEAL)
Chris Cielewich,
Senior Vice President

The Pharmacy:

A _____

By: _____ (SEAL)

Name: _____

Title: _____

FillPure Service Plan

- Annual service visit from technician
- Pre and post visit phone calls
- Quality test for total dissolved solids
- Quality test for bacteria
- Calibrate, sanitize, inspect, and clean the system
- Replacement of filters, tubing, batteries, and membranes
- Update dispenser software, as needed
- Fix or replace damaged parts
- Collect data and report on findings
- Train pharmacy staff
- 24/7 technical support & troubleshooting
- Filtration system & dispensing equipment warranty

Unscheduled Visits

Outside of the annual service visit, the FillPure customer support staff has the ability to dispatch technicians for unscheduled visits to fix leaks related to Fillmaster equipment, repair/replace Fillmaster equipment, change Fillmaster RO filters & membranes, or other repairs related to the water filtration equipment, for \$500 per trip plus potential travel and expense fees. FillPure customer support staff will make every effort to triage all issues with the stores staff prior to dispatching a tech in order to avoid the additional \$500 charge. An estimated 85% of all problems occurring with the system outside of the annual visit can be resolved over the phone with the support from the pharmacy staff.

Maintenance and upkeep on a FillPure RO system is crucial to keeping the Fillmaster dispenser working properly and maintaining the water quality to meet the USP standard. It is necessary to change the filters annually, according to the instructional manual, to ensure you are properly maintaining the system. The FillPure Plan is designed to save you hundreds of dollars in replacement costs compared to other filtration systems and give you additional warranty coverage on your Fillmaster dispenser. It also covers updates to the reconstitution and flavoring (if applicable) database, which are mailed to you once a year or when necessary, along with replacement battery packs for Fillmaster 3400 and 3600 dispensers. With the FillPure plan, you will receive the necessary filters, parts, batteries and database updates automatically each year. No guesswork, no ordering, no waiting. All agreements are active for a minimum of three billed service years from the date of purchase with the option to extend.

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