DEPARTMENT OF VETERANS AFFAIRS
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is GSAAdvantage.gov

Medical Equipment and Supplies
FSC Group 65, Part II, Section A
FSC Classes: 6515
Contract Number: V797D - 36F79722D0082
Contract Period: March 1, 2022 to February 28, 2027

(For more information on ordering from Federal Supply Schedules, enter the following address into your web browser: http://gsa.gov/portal/category/100623)

Apos US Management Inc
300 Park Ave
C/O Studio 2nd Floor
New York, NY 10022
Phone: 888.806.1977
Fax: 888.321.8931
General Inquiries: customerserviceva@aposhealth.com
Website: www.aposhealth.com

Business Size: Small Business

“Prices Shown Herein are Net (discount deducted)”
Customer Information:

1a. List of awarded special item number(s):

   SIN: A-25G ........................................ Page 4

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply: See Below.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Product Number</th>
<th>Product Description</th>
<th>FSS Price with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-25G</td>
<td>APOS-12</td>
<td>Biomechanical device with gait analysis, calibration, care plan, 12 months follow-up</td>
<td>$3517.59</td>
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</table>

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item: Not Applicable

2. Maximum order: $100,000

3. Minimum order: None

4. Geographic coverage (delivery area): All 50 states and District of Columbia

5. Point(s) of production (city, county, and State or foreign country): CONUS & New York, Manhattan, NY

6. Prices shown herein are Net (discount deducted)

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 days

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: Card accepted at all dollar amount

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Card accepted at all dollar amount

10. Foreign items (list items by country of origin): Not Applicable

11a. Time of delivery: 30 Days ARO

11b. Expedited delivery: Buyer is responsible for difference between normal and expediated delivery
11c. Overnight and 2-day delivery: **Not Offered**

11d. Urgent requirements: **Buyer responsible for added freight charge**

12. **FOB Point(s): FOB to the 48 contiguous States, D.C., and Puerto Rico; POE to Alaska and Hawaii**

13a. **Ordering address(es): See below**

13b. **Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3**

14. **Payment address(es):**
   
   Apos US Management Inc  
   300 Park Ave  
   C/O Studio 2nd Floor  
   New York, NY 10022  
   Phone: 888.806.1977  

15. **Warranty provision: See page 5 for full warranty provision**

   **Returned Goods Policy: See page 6 for full return goods policy**

16. **Export packing charges, if applicable: Not Applicable**

17. **Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Accepted above the micro-purchase threshold**

18. **Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable**

19. **Terms and conditions of installation (if applicable): Not Applicable**

20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable**

20a. **Terms and conditions for any other services (if applicable): Not Applicable**

21. **List of service and distribution points (if applicable): Not Applicable**

22. **List of participating dealers (if applicable): None**

23. **Preventive Maintenance (if applicable): Not Applicable**

24a. **Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable**

24b. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., contractor’s website or other location). The EIT standards can be found at www.Section508.gov/: Not Applicable**

25. **Data Universal Number System (DUNS) number: 068618723**

   Apos US Management Inc | 888.806.1977 | www.aposhealth.com
Notification regarding registration in System for Award Management (SAM) database: Yes, registered

### FSS Contract Products and Pricing

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Commercial Warranty

The AposHealth warranty is a supplement to the following clauses for addenda 52.212-4

52.212-4 (o) (TAILORED)

Warranty: The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. In the event that the terms of the contractor’s standard commercial warranty conflict with the warranty terms contained in this clause, the terms of this clause will govern this contract, unless some other resolution is specified in the award document.

52.212-4 (p) (TAILORED)

Limitation of liability: Except as otherwise provided by an express warranty, the contractor will not be liable to the Government in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items. In the event that the terms of the contractor’s standard commercial warranty/limitation of liability clause(s) place greater limits on the contractor’s liability than do the terms contained in this clause, the terms of this clause will govern the contract.

AposHealth Warranty Covering Defective Stock:
The AposHealth warranty covers any defects of the biomechanical device used in the AposHealth treatment program.

The Customer shall report any defects of incoming stock as soon as it becomes aware of such defects and shall conduct incoming inspection not more than 7 days following receipt of stock.

If the defects were not discovered during incoming inspection, they shall be reported immediately upon discovery, and the Customer shall include full details and pictures if possible.

AposHealth, in consultation with Customer, shall select the appropriate solution to the defects – repair, replacement or otherwise, provided that the solution shall not hinder the Customer’s timely provision of appropriate care to patients.
Commercial Returned Goods Policy

Product Returns: Decisions regarding returns will be made in coordination with the ordering office. A customer may not return any products unless the customer receives prior written authorization from AposHealth; products returned without AposHealth's prior written authorization will be refused.

Products Eligible for Return: The following products may be returned: a) products that breach an applicable AposHealth warranty ("Defective Stock"); b) products that are shipped due to AposHealth's processing error; or c) standard, non-reprocessed, non-refurbished, and/or non-expired products that AposHealth receives within 30 days of formal acceptance.

Authorization Process and Credit: If AposHealth approves a return request, AposHealth will provide the customer with return instructions.

Freight for Returned Products: For returned products, the customer is responsible for all freight charges to and from AposHealth, except that AposHealth will be responsible for freight charges and damage during shipping for Defective Stock and products returned due to AposHealth's processing error.