

## **BIORETEC STANDARD TERMS AND CONDITIONS OF SALE**

### **Acceptance of Terms**

By placing an order, submitting a purchase order, accepting delivery of Products, or otherwise engaging in a transaction with Bioretec Inc. (“Company”), the customer (“Customer”) agrees to be bound by these Terms and Conditions (“Terms”). These Terms govern all sales of Products unless otherwise expressly agreed in a written agreement signed by both Parties.

1. **Purchase.** Company shall provide the products described in applicable quotations, order confirmations, or product listings (“Products”). Pricing is as stated in Company-issued quotations or order confirmations and is subject to change upon written notice to Customer. Updated pricing shall apply to all future orders. All shipments are F.O.B. Origin. Title and risk of loss pass to Customer upon shipment from Company’s designated facility.
2. **Orders and Purchase Orders.** Customer may purchase Products by submitting a written or electronic order (“Purchase Order”). All Purchase Orders are subject to acceptance by Company. Company shall not be bound by any terms contained in Customer’s Purchase Order or other documents that are inconsistent with or additional to these Terms. Purchase Orders are non-cancelable and non-refundable once accepted by Company or scheduled for shipment.
3. **Inspection and Acceptance.** Customer shall inspect Products promptly upon delivery. Any claim for damaged or non-conforming Products must be made in writing within ten (10) days of delivery. Failure to provide notice within such period shall constitute acceptance of the Products.
4. **Just-In-Time & Bill-Only Transactions.** In the event Products are delivered for use during a scheduled procedure without a prior Purchase Order, Customer agrees to issue a bill-only Purchase Order within fifteen (15) business days. Customer shall be obligated to pay for all Products used, regardless of whether a Purchase Order has been issued. Failure to submit a Purchase Order shall not relieve Customer of its payment obligations.
5. **Payment Terms.** Payment of undisputed invoices is due within thirty (30) days from invoice date. Company reserves the right to charge interest on overdue amounts at a rate of 1.5% per month (or the maximum rate permitted by law, if less), and to recover all reasonable costs of collection. Company may suspend shipments in the event of past-due balances.
6. **New Products.** Company may introduce new Products at its discretion. Company may substitute comparable Products of equal or greater functionality.
7. **Term and Termination.** These Terms apply to all transactions unless terminated by either Party upon written notice. Termination shall not affect any outstanding Purchase Orders or accrued payment obligations.
8. **Compliance.** Each Party shall comply with all applicable laws and regulations, including the Anti-Kickback Statute and applicable safe harbors. All discounts and price concessions are intended to comply with applicable regulatory requirements.

9. **Confidential Information.** Each Party shall maintain the confidentiality of non-public, proprietary, or confidential information disclosed in connection with transactions under these Terms. Company may disclose such information to affiliates, advisors, and contractors as necessary for performance, subject to confidentiality obligations.
10. **Protected Health Information.** To the extent Company requires access to protected health information, the Parties shall execute a separate Business Associate Agreement as required under applicable law.
11. **Personnel and Site Access.** Company personnel shall comply with Customer's reasonable credentialing and facility access requirements. Customer acknowledges that Company personnel may provide product-related technical support but shall not interfere with independent medical judgment.
12. **Warranties.** Company warrants that Products conform in all material respects to applicable specifications, and are free from material defects in workmanship and materials. EXCEPT AS EXPRESSLY PROVIDED, COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Insurance.** Each Party shall maintain commercially reasonable insurance coverage appropriate to its obligations.
14. **Use of Products.** Customer shall use Products strictly in accordance with Company's Instructions for Use. Single-use Products shall not be reused, reprocessed, or modified.
15. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW:
  - Company shall not be liable for any indirect, incidental, special, punitive, or consequential damages.
  - Customer's sole remedy for breach of warranty is repair, replacement, or modification of the Product.
  - Company's total liability shall not exceed the amounts paid by Customer for the specific Products giving rise to the claim within the twelve (12) months preceding the claim.
16. **Indemnification.** Company shall indemnify Customer against third-party claims for personal injury or property damage to the extent caused by a defective Product, as determined by a competent authority. Customer shall indemnify Company against claims arising from:
  - misuse of Products,
  - failure to follow Instructions for Use, or
  - negligence or misconduct by Customer or its personnel.
17. **Force Majeure.** Neither Party shall be liable for failure or delay due to events beyond its reasonable control.
18. **Export Controls.** Customer shall comply with all applicable export control and sanctions laws.

19. **Exclusion.** Company represents that it is not excluded from participation in federal healthcare programs and shall notify Customer of any change.
20. **Entire Agreement; Order of Precedence.** These Terms constitute the entire agreement governing all sales of Products. In the event of conflict:
1. These Terms
  2. Company-issued quotation or order confirmation
  3. Customer Purchase Order
- shall control in that order.
21. **Governing Law.** These Terms are governed by the laws of the State of Delaware.
22. **Jurisdiction.** The Parties submit to the exclusive jurisdiction of Delaware courts.
23. **Assignment.** Company may assign these Terms without restriction. Customer may not assign without Company's prior written consent.
24. **Severability.** If any provision is held invalid, the remainder shall remain in effect.
25. **No Reliance.** Customer acknowledges it has not relied on any representations outside these Terms.
26. **Electronic Acceptance.** These Terms may be accepted electronically, including via purchase order, email confirmation, or acceptance of delivery, and such acceptance shall be binding.