

STANDARD TERMS AND CONDITIONS OF SALE

- a) **SCOPE:** All sales of product (the "Product(s)") by Ossio, Inc. ("Ossio") to the party ordering Product ("Customer") shall be governed exclusively by the following terms and conditions. By ordering product from Ossio or its authorized representative(s), the Customer expressly agrees to these terms and conditions. Ossio's failure to object to provisions contained in any communication from Customer, including any purchase order, will not be deemed a waiver of any provision herein. No terms stated by Customer in accepting, confirming, or acknowledging this order shall be binding upon Ossio if inconsistent with or in addition to the terms stated herein unless accepted in writing by Ossio. Sales representatives of Ossio have no authority to make any representations not included herein, and any such representations should not be relied on by Customer.
- b) **PAYMENT TERMS:** 30 days from the date of invoice. Accounts delinquent for 90 days may be scheduled for collection.
- c) **DELIVERY TERMS; RISK OF LOSS:** Products will be shipped F.O.B. shipping point with freight prepaid by Ossio. Ossio will include a freight and handling charge on invoices. If Customer requests special shipment and/or air shipment, Ossio will prepay the additional charges and add them to Customer's invoice for the products shipped. Risk of loss will pass to Customer when the Products have been delivered by Ossio to a common carrier for delivery to Customer.
- d) **RETURN GOODS POLICY:** Returns for refunds are only allowed where the product fails to conform with the LIMITED WARRANTY in **Section j**). Requests to return goods for non-use or for any reason other than Product noncompliance described below will be denied. Authorization is required to return any product, as evidenced by the issuance by Ossio of a Return Good Authorization Number (RGA number). Returned products must be in their original, sealed, unaltered, undamaged packaging materials and must not be past expiration date defined by lot number. Receipt of unauthorized returns will not be accepted. Any excess refund amounts if applicable will first be applied to any outstanding balance(s). Requests to exchange Product for replacement goods of equal or greater value are subject to Ossio Management approval and must be made within 90 calendar days from the shipment date.
- e) **PARTIAL SHIPMENTS:** Ossio shall be entitled to make partial shipments of Products as it deems advisable or necessary and may invoice Customer separately for each partial shipment. Partial shipment of the Products shall not relieve Customer from its obligation hereunder to accept shipments of the remainder of the order.
- f) **DISCOUNTS:** Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Ossio to Customer constitute a discount under applicable law (including 42 U.S.C. Section 1320a-7b(b)(3)(A)). Customer may have an obligation to report such discounts to any State or Federal program that provides reimbursement to the Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts.
- g) **TAXES AND OTHER CHARGES:** All prices are exclusive of, and Customer will pay or reimburse the Company for, any use tax, sales tax, duties, inspection or leasing fee or any other tax, fee or charge of any nature imposed by any governmental authority on Customer's purchase of Products. If Customer claims an exemption from any tax, it must provide copies of such exemption certificates before placing order.
- h) **GOVERNING LAW & COMPLIANCE:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of laws principles that would require the laws of another jurisdiction to apply, and the exclusive forums for the resolution of any disputes hereunder shall be New York state courts in the County of New York or federal district courts in the Southern District of New York. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- i) **ACCEPTANCE BY CUSTOMER:** The Products shall be deemed irrevocably accepted as of the delivery of the products under **Section c**), unless the shipment fails to conform with the warranty in **section j**) below and Customer gives Ossio written notice that the products are not accepted within fifteen (15) days after the date of receipt, such notice to specify in detail the reasons for rejection. Under no circumstance shall customer be entitled to revoke acceptance of any Product subsequent to acceptance thereof.
- j) **LIMITED WARRANTIES:**
- i. Ossio warrants to Customer that all Products will be free from defects in material and workmanship for a period of one hundred eighty (180) days from date of delivery when stored and used in accordance with Ossio's instructions for storage and use.
 - ii. In the event that Ossio receives notice of a breach of the above warranty within the warranty period then Ossio shall, at its sole option, either replace such Product, or refund the amount paid by customer for such product that are determined by Ossio to be defective in materials or workmanship. Customer must obtain Ossio's written authorization prior to returning Products to Ossio.
 - iii. The warranty set forth in **Section i**) hereof does not apply to and is void with respect to any Product altered by Customer or any third party, or to any effects of corrosion, erosion or wear and tear of equipment or materials, nor

- does it cover failure of material due to damage in shipment or damage or failure resulting in whole or in part from improper use or negligence of Customer or any third party or conditions of storage more severe than normal.
- iv. OSSIO's REPLACEMENT OBLIGATION ABOVE SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND OSSIO'S SOLE LIABILITY FOR A BREACH OF THE WARRANTY SET FORTH ABOVE. SUCH WARRANTY IS THE SOLE WARRANTY MADE BY OSSIO WITH RESPECT TO ANY PRODUCT PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT AND IS IN LEIU OF ALL OTHER WARRANTIES BY OSSIO, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- k) **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OSSIO SHALL HAVE NO LIABILITY, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, FOR LOSS OF CAPITAL, LOSS OF PRODUCT, LOSS OF PROFIT, COST OF PROCUREMENT OF REPLACEMENT PRODUCT, INTERRUPTION OF BUSINESS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATING TO THE PRODUCTS OR THIS AGREEMENT. IN NO EVENT SHALL OSSIO'S LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO THE SALES OF ANY PRODUCT PURSUANT TO THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER TO OSSIO FOR SUCH PRODUCT.
- l) **FORCE MAJEURE:** Delay in or failure to carry out the duties imposed upon either party under this Agreement shall not give rise to any claim for damages if such delay or failure results directly or indirectly from acts of God, acts of any civil or military authority, civil disturbances, war, strikes, or other labor disputes, fire, transportation contingencies, laws, regulations, acts or orders of any government or agency or official thereof, catastrophes or any other similar occurrences beyond such party's reasonable control, all of the aforesaid being herein for convenience referred to as "events of force majeure".
- m) **MISCELLANEOUS:** This Agreement constitutes the entire agreement between Ossio and Customer with respect to the Products supplied hereunder and supersedes all previous communications, course of dealing representations and agreements, whether oral or written, between Customer and Ossio with respect to the subject matter hereof. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by an officer of Customer and of Ossio. The failure of Ossio to insist upon the performance of any of the terms or conditions of this contract or to exercise any right there under shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract. In the event that any of the provisions hereof are found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.
- n) **OWN USE; COMPLIANCE WITH LAWS:** Customer must use the Products, and must train its personnel to use the Products, solely in accordance with Product labeling and Instructions for Use. Customer agrees to comply with all applicable foreign, U.S., state, and local laws, rules, and regulations relating to the Products, including regulations regarding discounts set forth in 42 C.F.R. § 1001.952(h)(1). Customer shall comply with all applicable medical device reporting obligations in 21C.F.R. Part 803. Customer will not resell any Products, including, without limitation, in retail outlets or to any affiliate, and may not assign or transfer the Products or this Agreement or any rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Ossio, and any purported assignment in violation of the foregoing will be null and void.