

# SENTIENT LASERS PURCHASE AGREEMENT GENERAL TERMS AND CONDITIONS

Effective January 13, 2021

The following terms and conditions apply to the purchase of goods by Sentient Lasers, LLC as initialed and agreed to in the Seller's Cover Sheet for Sentient Lasers's Purchase Agreement:

A. **Transfer of Title**: SL's written approval of this Agreement shall constitute Seller's irrevocable grant and conveyance to SL and any of SL's successors and/or assigns, of all of the Seller's right, title and interest to the Equipment free and clear of all liens and encumbrances, the consideration for which grant and conveyance is the right granted herein to SL to purchase and the right of Seller to sell the aforesaid Equipment on the terms stated herein. Seller hereby waives defense to entry of an order of replevin if necessary, any claim for specific performance, and any other possessory claim or defense relating to the Equipment stated herein.

B. **Seller's Representations**: Unless otherwise expressly noted in the Seller's Cover Sheet for Sentient Lasers's Purchase Agreement, and as a material inducement for SL to approve that Purchase Agreement and Cover Sheet, Seller represents that specifically to sell the Equipment to SL, (1) Seller has examined the Equipment; (2) Seller represents that the Equipment is in all respects free of patent and discoverable latent defects, and without physical damage; (3) Seller owns the Equipment or is authorized to sell, convey title and deliver the equipment to SL; (4) the Equipment is free of liens or any encumbrances; (5) Seller hereby agrees that as a material part of the consideration for this contemplated transaction and for the agreed purchase price, Seller shall promptly on SL's request, provide all Serial Numbers for the Equipment, all of the Equipment's hand piece information and all accessories, manuals, and original information from the manufacturer regarding the Equipment, and that (6) failure by Seller to provide this information, or any inaccurate or false representation hereunder shall be a repudiation and material breach of contract which, in SL's sole discretion, may be grounds to void and cancel said Purchase Agreement at Seller's expense with no disbursement or return of the Holdback, which Holdback shall be deemed SL's property.

C. **Seller's Warranty Against Senior Liens**. In addition to Seller's representations above, Seller further acknowledges that SL is entering into said Purchase Agreement in reliance upon Seller's warranty under this paragraph, and that no UCC lien rights or senior secured creditor rights exist with regard to or encumber the Equipment. Pursuant to this warranty, Seller hereby indemnifies SL against any cost, expense or loss incurred by SL, including the cost of retaining and paying for legal services, and including the payment of any legitimate demand by a senior secured creditor or UCC lien holder to remove and/or release the secured creditor interest or UCC lien from encumbering the property. As part of Seller's material inducement to SL to purchase the Equipment, Seller agrees to immediately deliver payment in full of any indemnification expenses that may be demanded by SL pursuant to this provision.

D. **SL's Remedies for Breach**: If Seller breaches any representation(s) or warranties made or given herein, SL may, at its sole option and without limiting any other remedies avail-

Signed By Ryan Haller

Signed on 2021-03-17 15:54:18

Sentient Lasers LLC, Contract No. SO822

A handwritten signature in black ink that reads "Ryan Haller". The signature is written in a cursive, flowing style and is positioned in the bottom right corner of the document.

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able to SL under these Terms and Conditions or any applicable law, (1) demand and receive an immediate full refund of all monies SL had previously paid to Seller, together with immediate reimbursement for all repair charges or applicable freight and handling charges which SL may have incurred, including but not limited to the cost of returning any or all of the equipment to Seller; or (2) demand that Seller immediately reimburse SL for the cost to repair or replace the Equipment as necessary to achieve SL's expectation of condition and performance under the contract. SL shall have the absolute right to determine and offset against any Holdback, the costs to repair or replace the Equipment or its components, which costs and extent of repairs SL shall determine in its sole discretion upon inspection of the Equipment, as necessary to achieve SL's expectation of conditions and performance based on Seller's representations herein.

E. **Duty to Defend and Indemnify**: Seller, for its successors and assigns, does hereby covenant and agree with SL, its successors and assigns, that Seller hereby warrants that at its sole expense it shall defend the sale of the Equipment hereunder, from and against, without limitation, any and all persons or entities whatsoever who attempt to assert an interest in the Equipment, and/or make a claim that is attributable to or derives from the action or conduct of Seller in any way. Seller also hereby indemnifies and holds SL harmless from any and all damages (including, without limitation, for SL's reasonable attorney fees and costs) arising from any claim, action or proceeding brought against any party hereto that: (a) alleges title to the Equipment rests with a party other than SL or Seller; (b) seeks to enforce a lien and/or other encumbrance on the equipment; and/or (c) seeks to hold SL responsible for defects in the Equipment, the proximate cause of which may modifications or repairs which Seller may have made to the Equipment, and/or are otherwise due or attributable to fault or neglect of the Seller, Seller's agents and/or employees.

F. **Entire Agreement / Modifications**: This Agreement together with Sentient's online Dispute Resolution Policy, to which Seller hereby acknowledges having read and to which Buyer agrees, constitutes the complete understanding and intent of the parties concerning the subject matter hereof and supersedes all prior understandings, negotiations or offers, written or oral. Neither the Purchase Agreement nor these terms and conditions may be amended, except in writing signed by an authorized representative of SL or SL's CEO. Seller hereby represents that it has read and understands every word and each provision of this Agreement, has had ample time to ask questions and to seek legal counsel if before signing this Agreement, Seller had any questions about any aspect of this Agreement. Seller shall not insert or attempt to insert any additional or different terms pertaining to the sale of the products and/or services hereunder. No such attempts by Seller can be construed as SL's acceptance of any additional or different terms. Any purported changes, alterations, modifications, amendments, or additions that do not precisely fulfill this requirement are invalid. The provisions and language of the Purchase Agreement and these Terms shall be given their fair meaning shall not be strictly construed against either party.

Signed By Ryan Haller

Signed on 2021-03-17 15:54:18

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A handwritten signature in black ink that reads "Ryan Haller". The signature is written in a cursive, flowing style and is positioned above a thin horizontal line.

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G. **Business-to-Business; Transaction Between Merchants Under Utah Uniform Commercial Code Section 70A-2-104.** The Parties agree this is a business-to-business transaction, and in no way a consumer transaction. Seller hereby affirms that its status as a Merchant hereunder precludes and waives any and all possible future claim by Seller that any provision in this Agreement is a surprise, oppressive or unconscionable. The Parties hereby expressly exclude from this Agreement or the understandings of the Parties: (a) Rule R152-11, Utah Consumer Sales Practices Act Rule; (b) any analogous or any other consumer protection law, statute or regulation in any State of the United States; and (c) any federal consumer protection statute or regulation.

H. **Escrowed Transactions.** For any transaction in which the Parties agree to use a third-party escrow agent, these Terms prevail over any conflict or inconsistency between these terms and any of the escrow agents terms and conditions, especially regarding dispute resolution. If any dispute between the Parties arises during the pendency of an escrowed transaction between the Parties, either or both party shall immediately provide the escrow agent with a copy of these Terms, and shall direct the escrow agent to hold any escrowed funds until resolution of the dispute pursuant to Sentient's Dispute Resolution policy, or that the escrow agent shall interplead the escrowed funds with a court of competent jurisdiction. In this circumstance, this Paragraph shall establish the intent of both Parties the neither shall have a superior claim to said funds, that both Parties intend a full and final resolution pursuant to Sentient's Dispute Resolution Policy before either Party has any right to any part or all of the escrowed funds.

I. **Severability:** If any provision of these Terms is, for any reason, held invalid or illegal in any respect, such invalidity or illegality will not affect the validity of the Purchase Agreement, these Terms or or the enforceability of the remaining provisions.

J. **Notice.** Any required notices shall be provided in writing to Seller at the address or by email as set forth in the Purchase Agreement Cover Sheet, and to SL by email to Sales@sentientlasers.com or by overnight carrier to Sentient Lasers, LLC c/o Chris Cella, CEO, 4383 N Forestdale Dr., Park City, UT 84098, or to such other address as either party may substitute by written notice to the other.

K. **Acknowledgement of Agency:** Seller acknowledges that if [TheLaserTrader] or [MedPro, Inc.] acts as an Agent for Sentient Lasers, LLC ("SL"), as may be indicated on the Purchase Agreement Cover Sheet, that pursuant to such agency, SL will be responsible for certain aspects of this transaction, which may include, but are not limited to payment, billing, logistics and shipping, and any post-delivery matters.

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