

SALES AGREEMENT

TERMS AND CONDITIONS

A. **Buyer's Initials _____ and Date _____, 20__.** Buyer accepts all of the provisions, terms and conditions contained in this Agreement with its initials on each page of this Sales Agreement ("Agreement"), and with its signature hereon.

B. **Acknowledgement of Agency:** Buyer acknowledges that if [TheLaserTrader] or [MedPro, Inc.] acts as an Agent for Sentient Lasers, LLC ("SL"), as may be indicated above, that pursuant to such agency, SL will be responsible for certain aspects of this sales transaction, which may include, but are not limited to billing and collection; logistics and delivery; installation; repairs and maintenance related to Blue Dot Certification,[®] and any post-delivery warranty repairs.

C. **Buyer's Credit Card Authorization and Guarantee.** Buyer represents and warrants, knowing SL is relying thereon, that if Buyer uses a credit card to pay for the Product(s) contracted for herein, the credit card information Buyer provides to SL is for a credit card that Buyer owns, controls and/or has authority to use.

D. **Buyer's Prices.** All prices are quoted in U.S. Dollars and exclude state and local use, sales, property (*ad valorem*), or any other such taxes. Buyer shall pay and indemnify SL for such taxes, unless Buyer has already provided SL with a valid exemption resale certificate, or such sale is otherwise tax exempt.

E. **Buyer's Payment.** Buyer shall pay the deposit, purchase price, or any portion thereof in U.S. Dollars by wire transfer, credit card, cashier's check, or other prearranged method of payment of cleared and available funds, to be pre-approved in SL's sole discretion. Upon signing of this Agreement, Seller's standard Terms for Buyer's Payment apply:

1. **Payment in Full.** One hundred percent (100%) of the Total Purchase Price hereunder (\$ _____) is immediately due and payable.

2. **Deposit.** If Buyer does not pay the Total Purchase Price upon signing this Agreement, then within three (3) calendar days, Buyer shall pay a deposit of 20% ("Deposit") of the Purchase Price (\$ _____); and

Buyer should not schedule patients/treatments until after installation and testing of the unit purchased hereunder. Seller is not responsible for patient cancellation or revenue losses because of delays.

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Signed on 2021-03-17 15:54:18
Sentient Lasers LLC, Contract No. SO822

Ryan Haller

3. Removal of Product(s) from the Market. SL hereby agrees, in consideration of Buyer's timely payment of the Deposit, to withdraw said Product(s) from the market, and to transfer its ownership interest to Buyer upon receipt of timely payment in full before delivery.

4. Ten Day Payment Period. After payment of the Deposit, the remaining 80% of the Total Purchase Price is due on or before the tenth (10th) business day from signing this Agreement, with the day of the signing of this Agreement counted as the first business day. The Deposit becomes nonrefundable on the eleventh (11th) business day after the signing of this Agreement. If the Deposit is not paid within the aforesaid three calendar days, or if after timely payment of the Deposit, the entire balance (80%) of the Total Purchase Price remains unpaid, then in addition to the non-refundable deposit, this Agreement shall terminate by its terms with no obligation whatsoever of SL to Buyer.

5. Financing. Unless otherwise specified in this Agreement or agreed in a writing signed by SL, which is within SL's sole discretion, Buyer shall have already obtained its financing, if any, and shall have timely paid SL in full, before SL has any obligation to transfer title or to make the Product available for shipment.

6. Buyer's Failure to Pay. If Buyer fails to pay SL any amounts owed when due, SL may put the Product(s) back on the market, and interest shall accrue on such unpaid amounts from the date due until paid in full at 1½% per month. Buyer hereby waives any duty of SL to mitigate or attempt to mitigate damages.

F. Buyer's Legal Compliance. Buyer acknowledges the Products sold hereunder are medical lasers or devices and their related accessories, and that federal law restricts these devices to sale by or on the order of a licensed medical practitioner. Buyer represents it is a licensed medical practitioner authorized under federal and state law to purchase and operate the prescription Products and medical facility in which said Products shall be operated. Buyer intends SL to rely on these acknowledgments and representations. SL reserves the right to verify the accuracy of Buyer's representations at any time after the signing of this Agreement. A false or legally inaccurate representation hereunder, regardless when discovered, shall constitute a material failure of consideration and Buyer's repudiation and anticipatory breach of this entire Agreement *ab initio*, in which event SL shall be entitled to applicable remedies, including but not limited to a complete defense to any claim of any kind by Buyer against SL. As a committed stakeholder in every community in which we do business, SL reports to pertinent governmental authorities, inaccurate or false representations hereunder, or any evidence of violations by Buyer of applicable law or policy that protects public safety in the regulation or licensing of the practice of medicine, sale or operation of medical lasers, or related medical devices or accessories.

G. Buyer's Indemnity and Risk for Third Party Claims. Buyer acknowledges the Products sold hereunder are energy based devices and / or their related accessories, including but not limited to medical lasers, which Products were acquired by SL in used condition and are resold to Buyer "**AS IS**." Buyer indemnifies, shall defend and hold harmless SL, its directors, officers, employees and agents, from all liabilities, damages, losses, claims or expenses, arising out of or in connection with (a) any willful or negligent

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use of the Product(s) by Buyer and/or any of its employees, contractors or representatives; (b) Buyer's use, sale, lease, transfer or other exploitation of any Product(s) in a manner not authorized or reasonably contemplated by this Agreement; (c) any injury or death of a person or damage to property caused by or arising out of any acts or omissions of Buyer, its agents, employees, and contractors, or in connection with Product(s) handled, stored, sold, applied or otherwise utilized by Buyer; (d) Buyer's breach of this Agreement; and (e) any failure by Buyer, its employees, agents or contractors, to comply with the terms of this Agreement (including warranty process), or applicable federal, state and local laws, regulations and guidances. Buyer hereby holds SL harmless from and against any adverse third party claims, loss, cost, or expense that might result from the assertion of any secured creditor interests or UCC liens.

H. **SL's Limitation of Liability and Disclaimers:** Buyer hereby disclaims and waives any reliance upon Seller for selection of any goods, services or Products ("Product" or "Products") to fit any specific request of Buyer. SL's aggregate liability to Buyer under any recovery shall not exceed the Total Purchase Price. Buyer acknowledges that it has not relied upon any warranty other than the Limited Warranty set forth herein, and acknowledges that SL is not bound by any warranty that may be set forth in the manufacturer's written materials that might have applied had Buyer purchased the Products directly from the manufacturer in their unused state. These limitations of liability reflects the allocation of risk agreed to by the Parties. Buyer acknowledges that SL would not sell Products without these limitations on its liability and that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. In no event will SL, its officers, directors, employees, contractors or agents, be liable under any recovery theory, whether based in contract, tort (including negligence and strict liability), warranty or otherwise, for any **INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS, LOSS OF USE, COST OF COVER), OR PUNITIVE DAMAGES**. Except for the Limited Warranty set forth herein, SL hereby **EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND/OR IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE**.

I. **Seller's Limited Warranty.** Unless this Agreement specifies a different warranty period, Seller warrants that the Product(s) to be sold to Buyer identified above will be in good working order upon the delivery date and for a period of thirty (30) days ("Warranty Period") immediately following the delivery date.

J. **Invalidation of SL's Limited Warranty.** Buyer acknowledges that it shall invalidate Seller's Limited Warranty if any of the Product(s) are: (1) installed, modified or repaired by anyone other than a facility or technician approved by SL in writing in advance; (2) handled, maintained or used in a manner inconsistent with and/or contrary to the original manufacturer's and/or SL's recommended procedures and/or instructions; (3) damaged through Buyer's accidental or intentional misuse, negligence, or abuse, or the same by Buyer's employees, agents or representatives; (4) damaged by any external cause outside of SL's control, including but not limited to, damage due to any other person or entity moving the Product(s) from

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one location to another, power failure, earthquake, flood, fire or Act of God. SL expressly reserves the right in its sole discretion to void Buyer's warranty for Buyer's refusal to follow or comply with SL's warranty process as described in Paragraph K hereof.

K. **Warranty Service.** Buyer hereby agrees that twenty four (24) hours after the time of delivery of equipment as documented by the shipper, a system or products sold and purchased hereunder ("goods"), is pursuant to Uniform Commercial Code as adopted in Utah ("Utah UCC"), Chapter 2, Section 70A-2-606, a reasonable time for inspection, acceptance of conforming or non-conforming goods, or for rejection of goods, and that after such 24 hours has lapsed, all goods delivered shall be deemed accepted, conforming and in good working order. Thereafter, to be eligible for the service under SL's Limited Warranty, Buyer must, within forty-eight (48) hours after discovering that it believes the Product(s) are no longer good working order and within the Warranty Period: (1) notify SL in writing which specific Product(s) or part it believes are no longer good working order and describe the facts and circumstances relating to the alleged failure of the Product(s) or part (hereinafter "Warranty Notice"); and (2) return such Product(s) or part to SL within thirty (30) days of the Warranty Notice for inspection and evaluation through SL's designated custom broker or to an authorized SL service location, unless SL expressly advises Buyer in writing that it is not required to return such defective Product(s) or part. Before returning any Product or part to SL, Buyer must obtain a Return Authorization Number from SL. Buyer shall return the Product(s) or part in their original packaging marked with the Return Authorization Number and in resalable condition. At SL's sole discretion, SL may evaluate and/or service the defective Product(s) or part at Buyer's place of business. Upon receipt, inspection and/or evaluation of the potentially defective Product(s) or part, SL will determine, in its sole discretion, whether to: (a) repair the Product(s) or part; (b) replace the Product(s) or part; and/or (c) refund an equitable portion of the purchase price Buyer paid for the Product(s) or part. SL will notify Buyer in writing of the election. The foregoing remedies are SL's sole obligation and Buyer's sole remedy for any claim made under the Limited Warranty. Buyer acknowledges that unless SL states otherwise in writing, SL will utilize used parts to make any necessary repairs or replacements and the source or cost of such parts shall be determined solely by SL.

If SL elects to repair or replace any defective Product(s) or part Buyer has returned to SL, then SL shall, within a reasonable time after receipt of those Product(s) or parts, make such replaced or repaired Product(s) or part available for shipment to Buyer Ex Works from SL's facility. If SL elects to refund an equitable portion of the purchase price of such Product(s) or part, as determined by SL in its reasonable discretion, SL will issue that refund to Buyer within a reasonable time after SL has received the returned Product(s) or part from Buyer.

Provided Buyer has given SL Warranty Notice within the 48-hour period referenced above and the Products were no longer in good working order upon delivery to Buyer, then SL will make the shipping arrangements for the Products and pay for all of the shipping costs to and from the Buyer for service under SL's Limited Warranty. If after an installation of Product(s) by SL which Buyer has paid SL to install pursuant to this Agreement, and said installation by SL occurred within two weeks of the date of Delivery, and SL's technician concludes that after installation the Product(s) were no longer in good working order, then SL will make the shipping arrangements for the Products and pay for all of the shipping costs to and from

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the Buyer for service under SL's Limited Warranty. In all other situations in which Buyer has timely given SL Warranty Notice and timely returned the Products, Buyer shall make the shipping arrangements for the Products and pay for all of the shipping costs to SL for service under SL's Limited Warranty, and SL shall make the shipping arrangements for the Products and pay for all of the return shipping costs to Buyer(s). SL is not responsible for the costs of international shipping relating to warranties. ***Do not dispose of your packaging!***

L. **Shipments, Title, Risk of Loss, Insurance:** All Product delivery dates are estimated. SL is not liable for any damages, costs or losses incurred by Buyer or others for failure to meet such delivery date(s). As to risk of loss, all of SL's deliveries of Products are "Ex Works" from SL's facility until acceptance by Buyer. Title to the Products (except software products and documentation) shall pass to Buyer when the Products are delivered and accepted by Buyer per the signed shipment waybill (hereinafter "Delivery"). Title to software products and documentation shall remain with the applicable licensors. Buyer must notify SL in writing upon signing of this Agreement of any delayed or exceptional shipping requirements Buyer may have, including, but not limited to, facility availability or unique delivery requirements and pay for all of the consequent additional costs to SL. If Buyer fails to so notify SL, then SL shall have no liability to Buyer for following its typical order processing and delivery procedures. At its sole expense, Buyer shall maintain insurance for the Products against loss, theft, damage or destruction for such Products' Total Purchase Price hereunder, with loss payable to SL or its assignee, from the time of deliveries of Products Ex Works by SL until payment by Buyer of all amounts dues hereunder.

M. **Export Controls.** The Parties agree to comply with all applicable national and international laws and regulations relating to export control in their respective countries, if any, involving any commodities, software, services or technology within the scope of this Agreement.

N. **Force Majeure:** SL's performance hereunder is subject to postponement or cancellation, in its sole discretion, for any cause beyond SL's reasonable control. This provision does not exclude, but rather augments, application of the doctrine of impracticability at common law or under the Utah UCC, e.g., 70A-2-615, entitled "Excuse by failure of presupposed conditions."

O. **Business-to-Business; Transaction Between Merchants.** The Parties agree this is not a consumer transaction, and 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 consumer protection law, statute or regulation in California, the State where the Seller is located as identified herein; and (c) any federal consumer protection statute or regulation.

P. **Dispute Resolution.** SL's Dispute Resolution Policy effective January 12, 2021 is hereby expressly incorporated herein and made a part hereof.

Q. **Miscellaneous:**

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1. No Product Returns as Payment. SL will not accept the return of any Products [as defined herein] as settlement for any debt incurred hereunder and will only accept payment in full.

2. No Assignments. Buyer will not assign or transfer any of the rights, duties, or obligations herein without SL's prior written consent and any purported attempt to do so will be null and void.

3. Suspension or Cancellation. This Agreement is subject to suspension of performance or cancellation by SL, at SL's sole discretion at any time before shipping of the Product(s). SL also reserves the unilateral, sole right to cancel any orders resulting from pricing, typographical, or other errors in any quote by Seller. All quotes are subject to product availability and/or prior sale. If suspended or cancelled by SL, SL shall refund any otherwise nonrefundable deposit or other sums previously paid by Buyer.

4. Entire Agreement / Modifications. This Agreement 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. This Agreement may be amended only in writing, signed by an authorized representative of SL or SL's CEO. Buyer hereby represents that it has read and understands every word and each provision of this Agreement and has had ample time to ask questions and the opportunity to seek legal counsel if before signing this Agreement, Buyer had any questions about any aspect of this Agreement. Buyer shall not insert or attempt to insert any additional or different terms pertaining to the sale of the products and/or services hereunder. Buyer agrees that no such attempts by Buyer can be construed as SL's acceptance of any additional or different terms. Any purported changes, alterations, modifications, amendments, or additions to this Agreement that do not precisely fulfill this requirement are not valid.

5. Severability. If any provision of this Agreement is, for any reason, held invalid or illegal in any respect, such invalidity or illegality will not affect the validity of this Agreement itself or the enforceability of the remaining provisions.

6. Notice. Any required notices shall be provided in writing to Buyer at the address or by email or fax as set forth in this Agreement, 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.

7. Counterpart Signatures. This Agreement may be signed in counterparts, and an electronically transmitted copy of an original signature shall be deemed the equivalent of an original signature.

To accept and be bound by this Agreement, please sign, scan/email to SL at the email address stated on Page 1 hereof:

BUYER

SELLER

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Signature of Business Owner/Operator,
thorized or other Principal or Authorized Agent of Buyer
[print name of person signing]
[print name of business]:
Street Address:
City, State ZIP:
Phone:
Email:

SENTIENT LASERS, LLC, by Its Au-
Representative
4383 N Forestdale Dr., Suite 202
Park City, UT 84098
[print signer's name]
[print main company phone number]
[print main company email address]

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