

**Buyer's payment for Products constitutes Buyer's agreement to the following terms and conditions:**

- A. Buyer specifically hereby agrees to do business with SL and to sign all contracts with SL electronically and on SL's digital platform(s). Buyer hereby accepts all of the provisions, terms and conditions contained in this Agreement governing the goods sold hereunder ("Products").
- B. 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.
- C. Buyer's Prices and Taxes. All prices, quoted and payable in U.S. Dollars, exclude state and local use, sales, property (ad valorem), or any other such taxes. Buyer shall pay and indemnify SL for such taxes, unless, unless Buyer has already provided SL with a valid exemption resale certificate, or such sale is otherwise tax exempt.
- D. Buyer's Payment. In advance of shipment of any Products, Buyer shall pay the 100% of the purchase price, 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.
- E. Buyer's Legal Compliance. Buyer acknowledges the Products sold hereunder are generally prescriptive medical lasers, devices and their related accessories, and that federal law prohibits sale of these devices to consumers or the general public, and restricts such sales to those by or on the order of a licensed medical practitioner. Buyer represents it is a licensed health care or medical practitioner authorized under federal and state law to purchase and operate the prescriptive Products sold hereunder and to operate the Health Care or 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. A false or legally inaccurate representation hereunder, regardless when discovered, shall constitute a repudiation and material breach of these terms and conditions, 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 or patient or customer of Buyer against SL, including but not limited to an attempted rescission claim by Buyer. 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.

## SENTIENT LASERS, LLC HAND PIECE TERMS AND CONDITIONS

- F. 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 refurbished to original manufacturer specifications, subject to SL's standard 30-day warranty. 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 use of the Product(s) by Buyer and/or any of its employees, contractors or representatives, including but not limited to any claim by a patient or client of Buyer against Seller; (b) Buyer's use, sale, lease, transfer or other exploitation of any Product(s) in a manner not authorized or reasonably contemplated by these terms and conditions; (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 these terms and conditions; and (e) any failure by Buyer, its employees, agents or contractors, to comply with the terms of these terms and conditions (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.
- G. SL's Limitation of Liability and Disclaimers: Buyer hereby disclaims and waives any reliance upon SL 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.

## SENTIENT LASERS, LLC HAND PIECE TERMS AND CONDITIONS

- H. Left blank intentionally
- I. Seller's Limited Warranty. Unless these terms and conditions specify a different warranty period, SL 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 SL's Limited Warranty or any other service plan or a Blue Dot Protection Plan, if any of the Product(s) are: (1) used, 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 one location to another, power failure, earthquake, flood, fire or Act of God, or if Buyer violates these terms or conditions. 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 the Product(s) as documented by the shipper, products sold and purchased hereunder ("goods"), is, pursuant to Utah UCC Chapter 2, Section 70A-2-606, a reasonable time for inspection, acceptance of conforming or nonconforming 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)

## SENTIENT LASERS, LLC HAND PIECE TERMS AND CONDITIONS

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 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

## SENTIENT LASERS, LLC HAND PIECE TERMS AND CONDITIONS

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 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. Buyer specifically affirms that its status as a licensed health care provider, medical services or medical practice or provider is the sole basis upon which the FDA allows Buyer's purchase hereunder, and that Buyer's status as a licensed health care or medical professional, as represented in Paragraph F above, defines Buyer for purposes of this Agreement as a "Merchant" under the Utah UCC. Buyer hereby affirms that its status as a Merchant hereunder precludes and waives any and all possible future claim by Buyer 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.
- P. Miscellaneous:
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. Entire Agreement / Modifications. These terms and conditions which Buyer hereby acknowledges having read and to which Buyer agrees with the act of payment, 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. These terms and conditions may be amended only in writing, signed by an authorized representative of SL or SL's CEO. With the act payment, Buyer hereby represents that it has read and understands every word and each provision of this Agreement and has had

## SENTIENT LASERS, LLC HAND PIECE TERMS AND CONDITIONS

ample time to ask questions and to seek legal counsel if before payment, Buyer had any questions about any aspect of these Terms and Conditions.

3. Severability. If any provision of these Terms and Conditions is, for any reason, held invalid or illegal in any respect, such invalidity or illegality will not affect the validity of the remaining Terms and Conditions or the enforceability of the remaining provisions.

4. Notice. Any required notices shall be provided in writing to Buyer by email 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.

5. Dispute Resolution. Buyer agrees any dispute between it and SL shall be resolved without hearing and by one arbitrator on written submission only, pursuant to the Expedited rules of the International Center for Dispute Resolution.

6. Attorneys' Fees and Administrative or other Costs. Buyer shall reimburse SL for all costs and expenses SL incurs (including but not limited to expert witness fees, actual attorneys' fees, or collection agency fees) in its efforts to defend an alleged breach of contract or to enforce any right hereunder, including but not limited to recovery of damages for breach of contract, to collect any amounts due SL, or to enforce an arbitration award or judgment. Regardless whether SL has outside counsel or in-house agent and/or a non-attorney represent it in a credit card chargeback or social media dispute, mediation or arbitration, SL shall recover from Buyer as an uncontested element of damage, reasonable attorneys' fees and cost incurred to have outside counsel review and/or help SL prepare material for or to engage in such proceeding, as if outside counsel were of record in such mediation or arbitration. Buyer further agrees that the internal, administrative cost to SL which is recoverable hereunder by SL, also as an undisputed element of money damage, for engaging in a credit card chargeback or social media dispute, mediation or arbitration initiated by Buyer is three thousand five hundred dollars (\$3,500), regardless whether SL may have outside counsel represent it in such dispute or proceeding.