



On-Line Sales Terms & Conditions

Identification of Parties

The words "we," "our," "ours," "Sentient Lasers," and "Sentient," mean Sentient Lasers, LLC, a limited liability company. When we say "you," "your," "yours," and "Customer," we are talking about [Customer's name and type of entity].

You acknowledge that if we have another company act as an Agent for Sentient Lasers, LLC, we will still be responsible for certain aspects of this sales transaction. These responsibilities may include: billing and collection; logistics and delivery; installation; and any post-delivery warranty repairs.

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Sales Agreement

1. Pricing

Prices are quoted in U.S. Dollars and exclude all forms of tax. You will pay and indemnify us for such taxes, unless you have already provided us with a valid exemption resale certificate, resale certificate or tax exemption certificate.

CREDIT FOR CORE EXCHANGE. If the transaction includes a Core Exchange, after you send us the core for valuation, we will credit the value of the exchange against your purchase price.

2. Payment

FORMS OF PAYMENT. We accept payments by wire transfer, credit card, cashier's check, or other prearranged method. If you use a credit card to pay, you must have the authority to use that credit card information. On credit card purchases of \$5,000 or more, 3% of the purchase price will be added to the total amount charged as a credit card fee.

PAYMENT IN FULL. The Total Purchase Price (\$) is immediately due and payable. If you do not pay in full upon signing this Agreement, then within three (3) calendar days, you must pay a deposit of 20% of the Purchase Price (\$). Once you have paid a deposit, we will withdraw the product(s) from the market. Once we receive payment in full, we will transfer ownership to you.

TEN DAY PAYMENT PERIOD. After you pay a deposit, the remaining 80% of the Total Purchase Price is due on the tenth (10th) business day from signing this Agreement (day of signing counts as the first business day) and the deposit becomes nonrefundable on the eleventh (11th) business day. If the Deposit, or the entire balance (80%) of the Total Purchase Price remains unpaid, then this Agreement will terminate and your deposit will be retained as non-refundable.

FINANCING. If you are financing this purchase, you must pay in full before we transfer title or make the product available for shipping.

FAILURE TO PAY. If you fail to pay us any amounts owed when due, we may put the product(s) back on the market, accelerate all sums due making them immediately due and owing, and interest will accrue on such unpaid amounts from the date due until paid in full at 1½% per month. We have no duty to attempt to mitigate damages.

3. Qualified to Buy Medical Devices

You acknowledge the products are medical lasers or devices and related accessories, and that federal law restricts these devices to sale by or on the order of a licensed medical practitioner. You represent that you are authorized under federal and state laws to purchase and operate the products. Regardless when discovered, a false or inaccurate representation would constitute a material breach of this Agreement. We would be entitled to applicable remedies, including a complete defense to any claim by you against us.

4. Your Indemnity & Risk for Third Party Claims

Unless otherwise indicated, you acknowledge the products you are buying were acquired by us in used condition and that we are reselling them to you "AS IS."

You indemnify, defend and hold harmless Sentient, its directors, officers, employees and agents, from all liabilities, damages, losses, claims or expenses, arising out of or in connection with:

- any willful or negligent use of the product(s) by you and/or any of your employees, contractors or representatives (hereafter referred to as your agents)
- your use of any Product(s) in a manner not authorized or reasonably contemplated by this Agreement
- any injury to a person or damage to property caused by any acts or omissions by you or your agents when handling the property
- your breach of this Agreement
- any failure by you, your employees, agents or contractors, to comply with the terms of this Agreement (including warranty process), or applicable laws and guidances. You hold us harmless from any adverse third party claims that might result from the assertion of any secured creditor interests or UCC liens.

5. Limitation of Liability & Disclaimers

Our aggregate liability to you under any recovery will not exceed the Total Purchase Price. You acknowledge that you have not relied upon any warranty other than the Limited Warranty described, and these limitations of liability reflect the allocation of risk agreed to by the parties. You acknowledge that we would not sell products without these limitations on liability.

Our liability will be limited to direct damages incurred by you. This limited warranty is the exclusive remedy against Sentient and in lieu of any other warranty, express or implied. This limitation includes any implied warranty of merchantability or fitness for a particular purpose. If a representation is made that is inconsistent with this limited warranty, it is unauthorized and not binding. This limited warranty does not extend to any machinery, appliances, or property of the customer used in conjunction with the equipment.

Sentient will not be liable for any indirect, special, incidental, consequential, or punitive damages for alleged injury to person or property, lost profits or sales, or any other claimed consequential loss related to this Agreement.

WARRANTY PERIOD. Unless this Agreement specifies a different warranty period, the Product(s) sold to you will be in good working order for a period of thirty (30) days immediately following the delivery date.

INVALIDATION OF OUR LIMITED WARRANTY. The Limited Warranty will not apply if the Product(s) are: (1) installed, modified or repaired by anyone that we did not approve in writing in advance; (2) handled, or used in a manner inconsistent with the original manufacturer's and/or our recommended procedures; (3) damaged through your or your representative's misuse, negligence, or abuse; (4) damaged by any external cause outside our control, such as moving the Product(s) from one location to another, power failure, or Act of God. We have the right to void your warranty if you refuse to comply with our warranty process.

6. Warranty Service

You have twenty four (24) hours to inspect the goods and either accept or reject them (pursuant to Uniform Commercial Code as adopted in Utah, "Utah UCC," Chapter 2, Section 70A-2-606). This is considered a reasonable timeframe after which goods can be deemed accepted, conforming and in good working order.

Thereafter, within forty-eight (48) hours after discovering that you believe a Product is no longer working, under Sentient's limited warranty you must: (1) notify us in writing specifically what is no longer in good working order; and (2) return such Product(s) or part to us within thirty (30) days through our designated custom broker or to our authorized service location, unless we advise you in writing that it is not required to return it.

Before returning anything, get a Return Authorization Number from us. You must use the original packaging marked with the Return Authorization Number and in resalable condition. At our option, we might come to your place of business instead.

Once we inspect the item, we will notify you in writing of our decision whether to: (A) repair (B) replace or (C) refund a fair portion of the price you paid for it. These remedies are our only obligation under the Limited Warranty. You acknowledge that we may utilize used parts or components when repairing your device.

If we elect to repair or replace, we will make the item available for shipment to you from our facility and you pay for shipping. In the case of a refund, we will make that refund to you after we have received the returned item from you.

In all other situations, you will choose the carrier you prefer and pay for all of the shipping costs to us and we will choose the carrier and pay return shipping costs to you. We are not responsible for the costs of international shipping relating to warranties.

7. Title, Shipping, Risk of Loss, Insurance

All product delivery dates are estimates and we are not liable for any costs incurred by anyone for failure to meet such date(s). All of our deliveries are "Ex Works" from our facility until acceptance by you (we make the goods available and you pay for costs of transport). You receive title to the products when they are delivered to you, except for title to software products and documentation, which remains with the applicable licensors.

If you have any exceptional shipping requirements, you must notify us in writing when you sign this agreement. If you don't notify us, you must pay for all of the consequent additional costs to us and we will have no liability to you for following our typical procedures. You may purchase insurance for the products against loss, theft, damage or destruction for their Total Purchase Price with loss payable to Sentient or our assignee, from the time of deliveries of products Ex Works by us until payment by you of all amounts due.

8. Export Controls

All parties agree to comply with all applicable national and international laws and regulations relating to export control in their respective countries.

9. Force Majeure

Our performance is subject to postponement or cancellation for any cause beyond our reasonable control.

10. Business-to-Business Transaction Between Merchants

The parties agree that this is not a consumer transaction and exclude from this Agreement: (A) Rule R152-11, Utah Consumer Sales Practices Act Rule; (B) any analogous consumer protection law, statute or regulation in Utah, the State where Sentient is located; and (C) any federal consumer protection statute or regulation.

11. Miscellaneous

ABANDONED EQUIPMENT. When we receive equipment for service, you must claim the equipment and pay all amounts you owe to us within 30 days. Otherwise, we will email you. If you fail to respond to the email within 10 days, we may consider the equipment abandoned. We may sell the equipment and you will have no recourse. You will also pay any tax, duties, interest, and penalties related to our disposing of the abandoned equipment.

NO PRODUCT RETURNS AS PAYMENT. We will not accept the return of any products as settlement for any debt incurred and will only accept payment in full.

NO ASSIGNMENTS. You will not assign or transfer any of the rights, duties, or obligations herein without our prior written consent.

SUSPENSION OR CANCELLATION. At any time before shipping the product(s), we may suspend or cancel this Agreement. We also reserve the sole right to cancel any orders resulting from pricing, typographical, or other errors in any quote by us. All quotes are subject to product availability and/or prior sale. If suspended or cancelled by us, we will refund any otherwise nonrefundable deposit or other amounts paid by you.

ENTIRE AGREEMENT. This Agreement constitutes the complete understanding and intent of the parties and supersedes all prior understandings, negotiations or offers, written or oral. It may be amended only in writing, signed by both Customer and Sentient's CEO. You represent that the Customer's Authorized Representative has read and understands every word of this and has had ample time to ask questions and seek legal counsel before signing this document. The parties agree no rule of construction will be applied against any party, regardless of which party was generally responsible for preparation. If the Customer provides a purchase order or similar document with terms that are inconsistent, add to, or conflict with this Agreement, they will be null and void and of no legal force or effect. No waiver will be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions will not be affected.

Dispute Resolution Policy

12. Choice of Law

The Parties are governed by the laws of the State of Utah, including the Utah Uniform Commercial Code, with express waiver of objections to in personam jurisdiction, and without regard to its principles of conflicts of laws.

13. Mediation

NO CREDIT CARD CHARGEBACKS. You expressly waive your rights to attempt any chargeback on any credit card. Instead, you agree that you will submit the matter for an online mediation with JAMS Endispute Online Mediation, as described here:

<https://www.jamsadr.com/endispute/>

And in the following FAQ:

<https://www.jamsadr.com/files/Uploads/Documents/JAMScnect/Endispute-FAQ.pdf>.

If the matter is not resolved in mediation, it will go to arbitration. You agree that if you do pursue a credit card chargeback, we would be entitled to submit this paragraph as a complete defense to any chargeback in your favor. You further agree that you would become immediately liable to us for the minimum sum of \$5,000 USD; or twice the Total Purchase Price; or the sum attempted in the chargeback, whichever is greatest. Further, it will be a material breach of contract and a complete defense of any claim against Sentient. Additional fees will also apply as explained in Clause 5.

SOCIAL MEDIA MORATORIUM. The Parties affirm that they are each UCC Merchants and that this is not a consumer transaction. The Parties agree online postings about one another are inappropriate for business-to-business transactions and that they would not enter into any relationship with the other if not for this acknowledgment. Both Parties agree that if either threatens to, or posts online about the other Party, then the first-to-threaten or first-to-post Party becomes immediately liable to the other for a minimum of \$15,000 USD, or twice the Total Purchase Price, whichever is greater, for each threatened or actual online post. Violation of this paragraph by either party is a non-curable repudiation of any agreement between the Parties, (regardless whether a threat is acted upon or the post is later removed). An online post in response to the initial post is not a violation. Additional fees will also apply to an award in favor of Sentient as explained in Clause 5.

14. Arbitration

The Parties agree that any dispute with Sentient will be submitted for strictly confidential arbitration.

(A) PARTIES TO ARBITRATION. The Parties agree that no court will have jurisdiction over any arbitration matter, other than judicial enforcement of an arbitration award. The signature of an authorized representative of a Party is binding to this arbitration clause, and further binds Party's directors, managers, officers, members, shareholders, partners, employees, agents, representatives, successors, assigns, heirs or privies.

(B) GOVERNING LAW. The arbitration will be the sole province of one arbitrator and governed by the Federal Arbitration Act. The arbitrator will not be bound by rulings in other arbitrations involving Sentient. While the Parties do adopt Utah's public policy favoring arbitration, they specifically agree that this Agreement is not subject to the Revised Uniform Arbitration Act (RUAA) as codified in UTAH CODE ANN. §§ 78-31a-101 through 131, except that no Party to an arbitration must be represented by counsel, and the Parties do not waive the non-waivable provisions of the RUAA. Section 78-31a-127(2) shall apply for the sole purpose of entering judgment on an arbitration award.

(C) SCOPE AND RULES. Parties agree that any dispute in connection with any contract with Sentient and a counter-party, will be administered in strict confidence kept by the parties, and by the International Center for Dispute Resolution (ICDR.org), in accordance with ICDR rules found here: https://www.icdr.org/rules_forms_fees, at page 33. The arbitration will be decided without motions to dispose of the claims or oral hearings, and on written submissions, only. Discovery, if permitted by the Arbitrator, will be limited to five (5) document requests per Party, with no depositions. The formal seat of the arbitration will be Park City, Utah. The arbitration award will be final and binding on the Parties, and they must carry out any award without delay. Judgment upon the award may be entered by the U.S. District Court in Salt Lake City, a State Court of Utah, or any court having jurisdiction of the award or having jurisdiction over the relevant Parties or the Parties' assets. Additional fees will also apply to an award in favor of Sentient as explained in Clause 5.

(D) SETTLEMENT. During the arbitration, the amount of any settlement offer made by either Party may not be disclosed to the arbitrator until after the arbitrator makes a final decision and award (if any). If Sentient's counter-party is awarded less money than the last written settlement amount offered by Sentient before the arbitrator was appointed, the counter-party will automatically owe Sentient its fees and costs as provided herein.

(E) CONFIDENTIALITY. The Parties agree the substance of any arbitration must remain confidential, even post-award, except for enforcement purposes. Each party may disclose matters, in confidence, to their respective attorneys, accountants, auditors, and insurance providers. The arbitrator will protect the Parties' trade secrets or confidential information. The parties agree to maintain either Party's trade secrets or proprietary business information as confidential and to protect the confidentiality of any other information (such as private customer information) that is legally protected from disclosure or protected because of this paragraph.

15. Right to Pursue Possession of Property

Sentient has the right to pursue possession of goods held by a Customer, by Writ of Replevin, without any obligation to mediate or arbitrate.

16. Attorneys' Fees and Administrative or other Costs

The counter-party to a Sentient contract will reimburse Sentient for all costs and expenses Sentient incurs (including but not limited to expert witness fees, actual attorneys' fees, or enforcement costs) to defend itself or enforce any contractual right. This includes recovery of damages for breach of contract, to collect any amounts owed, or to enforce an arbitration award or judgment. Regardless whether Sentient has outside counsel or an in-house agent represent it, Sentient will recover from its counterparty reasonable fees and cost to have counsel review, prepare material for or to engage in such proceeding, as if outside counsel were of record in such mediation or arbitration. Amounts owed Sentient will also be charged 1.5% interest per month, compounded annually, until the amount owed is fully satisfied.

17. Advice of Counsel

Your signature affirms that you have had ample opportunity to consult legal counsel in connection with all of your dealings with Sentient and have knowingly signed this document and any other Sentient policy, with the intent that these policies collectively, become incorporated terms and conditions of any contract you have with Sentient.

Sentient Assured Plan (Requires additional purchase on qualifying products)

18. What the Sentient Assured Plan Covers

The Sentient Assured Plan is both a Service Contract for preventive maintenance and a Limited Warranty relating to repair. The Sentient Assured Plan covers the specific equipment identified in your customer cover sheet for:

- defects in certain materials; and
- Sentient's workmanship.

REPAIR VERSUS REPLACEMENT. Within the warranty period, we may repair or replace any defects in our workmanship, without cost to you for parts or labor. If we determine that we should replace a System or Equipment, we may use the same model but not necessarily the same year of manufacture, as long as it is in good working order. We reserve the right to determine that, regardless of age, repair may not be commercially feasible and replacement will be made.

WHO IS COVERED? This Sentient Assured Plan grants rights only to you. The rights are not transferrable or assignable without our consent. With the consent of the other, either party may assign this Sentient Assured Plan to a separate entity due to a merger, acquisition, or sale unless the resulting entity is a direct competitor of the other party. Neither party will unreasonably withhold consent. Nothing limits Sentient from assigning its right to collect payments.

19. Payment and Length of Coverage

You agree to pay us the amount owed as stated on your customer cover sheet in _____ equal monthly installments unless your obligation is canceled or terminated earlier in accordance with Article 5. The prices currently in effect are subject to change upon renewal. Overdue installments will be subject to finance charges computed at a periodic rate (to the extent permitted by law) of 1.5% per month (18% per year). If you fail to pay any amounts due under this Sentient Assured Plan, you agree to pay all reasonable costs of collection, including, but not limited to all dispute management and attorney's fees in accord with Sentient's Dispute Resolution Policy.

20. Exclusions

This Sentient Assured Plan does not cover any equipment which has been damaged by:

- accident, improper storage, abuse, and/or modifications during use or transport;
- by an act of God, use in violation of the instructions or for a purpose inconsistent with its intended specifications, unauthorized repair, or the use of unauthorized parts; or
- components exceeding their finite life as published by the Original Equipment Manufacturer.

We also do not cover any problems that Sentient cannot replicate (referred to as "Excluded Repairs"). Sentient will bill you for Excluded Repairs at \$225 per hour plus the cost of parts, and shipping costs if applicable. We reserve the right to exclude cracked or otherwise damaged handpieces which based on our industry experience, we determine are damages caused solely by the Customer.

You agree that no one unless authorized by Sentient, is allowed to perform any service, repair, or maintenance on the Equipment while this Sentient Assured Plan remains in effect. Anyone who uses covered Equipment must be authorized and trained to do so under applicable law. A violation of this paragraph allows us to terminate this entire contract, with no remaining obligation to you.

21. Disclaimer and Limitations on Sentient's Liability

The following text meets the requirements of conspicuous offset as required by the Uniform Commercial Code and has been made prominent through the use of bold italic type.

Both parties agree that limiting Sentient's liability and indemnity is a material inducement for us to enter into this Sentient Assured Plan. Liability related to our work performance under this Sentient Assured Plan is limited, whether in tort or contract, to the sum of monthly installments you have actually paid. Nothing is intended to create any warranty by us to any third party, directly or as a third-party beneficiary.

Our liability will be limited to direct damages incurred by you. This Sentient Assured Plan and its limited warranty are the exclusive remedy against Sentient and are in lieu of any other warranty, express or implied.

This limitation includes any implied warranty of merchantability or fitness for a particular purpose. If a representation is made that is inconsistent with this limited warranty, it is unauthorized and not binding. This limited warranty does not extend to any machinery, appliances, or property of the customer used in conjunction with the equipment.

Sentient will not be liable for any indirect, special, incidental, consequential, or punitive damages for alleged injury to person or property, lost profits or sales, or any other claimed consequential loss related to this Sentient Assured Plan.

22. Abandoned Equipment, Suspension, Termination of Coverage

A. ABANDONED EQUIPMENT. When we receive Equipment for service, you must claim the Equipment and pay all amounts you owe to us within 30 days, or we may, with 10 days notice (via email), consider the Equipment abandoned. We may sell the Equipment and you will have no recourse. You will also pay any tax, duties, interest, and penalties related to our disposing of the abandoned Equipment

B. SUSPENSION OF COVERAGE. Coverage will automatically be suspended during periods of non-payment, including when your check does not clear. Although warranty service will be unavailable during a period of non-payment, the term runs continuously during that period, unless Sentient terminates or cancels this Sentient Assured Plan.

C. TERMINATION BY SENTIENT. We may terminate this Sentient Assured Plan for any reason by giving you at least 30 days' prior notice. Termination does not limit any other applicable remedy available to us. We have no obligation to provide service under this Sentient Assured Plan if you fail to pay any amounts you owe us. Amounts owed might include consideration due under other contracts between us. If you materially breach or repudiate any contract between us, payment of all of the unpaid sixty monthly installments will be accelerated. .

D. TERMINATION FOR CAUSE BY CUSTOMER; NO CANCELLATION FOR CONVENIENCE. You may terminate this Sentient Assured Plan if we materially breach any requirement or obligation of it and the default or breach is not remedied within thirty (30) days following receipt of written notice from you. Termination by Customer is your sole remedy.

E. EFFECTS OF TERMINATION; SURVIVAL. Upon termination of this Sentient Assured Plan, all rights granted will cease, except as otherwise explained in provisions of this document. If you terminate the Sentient Assured Plan for any reason other than Sentient's material breach, you agree to pay all unpaid sums due under this Sentient Assured Plan, including sums due in the future absent the termination, which shall be accelerated, making them immediately due and owing. The termination will not discharge any payment obligations accrued as of the termination date, even if such obligations are payable after the termination date. Provisions of this Sentient Assured Plan, which, by their nature, are meant to survive termination shall survive.

23. Miscellaneous

A. RESERVATION OF RIGHTS.

(1) Sentient reserves the right to withhold, without liability and prior notice, services under this Sentient Assured Plan and to refuse return Equipment, if Customer is delinquent in any payment due Sentient under any agreement between the parties, including sums that shall become due for violation of Article 5, or if Customer has failed to return Sentient-owned equipment as requested by Sentient;

(2) Sentient reserves the right not to service the Equipment for a failure by the Customer or its agent(s) to cooperate with Sentient in carrying out any necessary repairs or deal in conformity with applicable process, law, rule, regulation or requirement, or if Customer resells, leases, loans, or rents the Equipment for use to or by a third party. Other than as expressly set forth in this Sentient Assured Plan, no license or other rights in the Sentient Technology, intellectual property, or the warranty services are granted to Customer, and all such rights are hereby expressly reserved.

B. COMPLIANCE WITH LAWS. Customer will be in conformity with applicable laws, rules, and regulations, of all government authorities, obtain all permits and licenses required in connection with the installation, sale, shipment, or use of the Equipment, and be solely responsible to understand and comply with them. Operation by Customer in violation of applicable law constitutes a repudiation of this Sentient Assured Plan entitling to Sentient to a complete defense to any claim by you, and to all applicable remedies.

C. LIMITATIONS. No mediation, arbitration, suit, claim or action shall be brought against Sentient more than more than 6 months as accrued since the cause of action.

D. SUB-CONTRACTORS. Sentient decides if service will be performed by Sentient, its authorized representatives, or Sentient's sub-contractors. This Agreement is subject to Sentient's Dispute Resolution policy which can be viewed by visiting <https://sentientlasers.com/tcs/> using password: SentientTC.

24. Dispute Resolution

This Agreement and all amendments to it, as well as the rights of the Parties, are governed by the State of Utah, without regard to its principles of conflict of laws.

25. Taxes

Sentient will charge, and Customer will be obligated to pay, all applicable state sales tax together with all other costs or charges.

Notices

Any notices must be in writing and will be considered received when delivered:

- in person;
- by overnight courier, upon written confirmation of receipt;
- by certified or registered mail, with proof of delivery;
- by facsimile transmission with confirmation of receipt; or
- by email, with confirmation of receipt.

Notices must be sent to the address or email address on the customer cover sheet, or to another address specifically provided in writing.

Signatures

Ink signatures on hard copies and electronic, digital, or encrypted signatures have the same legal effect and will be treated as originals for all purposes.

Buyer's Authorized Signature of Acceptance

Printed Name

Date