

## Standard Terms and Conditions of Sale or Services

**(1) Notice.** These Terms and Conditions govern any purchase order, acknowledgment, invoice, agreement, order, or sale of “Equipment,” and any contract for services between Terrain Biomedical Inc. (“Terrain”) and any person or entity seeking to purchase or purchasing products or services from Terrain (“Buyer”). All agreements between Terrain and Buyer are expressly limited to and made conditional upon these Terms and Conditions, shall be in writing, and shall not be binding or enforceable unless expressly consented to by Terrain (an “Agreement”). Requests to purchase Equipment or services, and/or acceptance by Buyer of any offer to sell by Terrain, automatically includes acceptance of these Terms and Conditions. Any of Buyer’s terms in addition to or different from those contained herein, whether contained in a purchase order, request for quotation, offer to purchase, description of services, or other document, are hereby objected to and shall be of no effect.

**(2) Sales Platform.** Terrain sells Equipment to both dealers (wholesalers) and end-users (consumers), utilizing a variety of sales platforms, including eBay, its website, telephone, and direct. Different sales platforms may have different, additional, or supplemental terms and conditions (“Platform Terms”), which are only applicable to transactions conducted through that platform and do not constitute an amendment to these Terms and Conditions for any other transaction. Where applicable, Platform Terms shall be considered in addition to, and supplemental of, these Terms and Conditions, but if a Platform Term is directly inconsistent with these Terms and Conditions, the Platform Term shall control.

**(3) Definitions.** The Equipment sold by Terrain is typically categorized by one of the following terms. These definitions are for descriptive use only, and they explain what preliminary assessments Terrain has or has not made about the Equipment, as well as what improvements Terrain might have provided. These definitions do not modify or alter the fact that all Equipment is sold AS-IS, with no warranty, as further provided in these Terms and Conditions.

Reprocessed Equipment – devices are tested and appear to meet original equipment manufacturer (“OEM”) specifications. The device is then cleaned and disinfected. No substantive changes or replacements are made.

Cosmetically Refurbished Equipment – devices are tested and appear to meet OEM specifications. The device is then made “cosmetically appealing,” defined below. No substantive changes or replacements are made.

Refurbished Equipment – devices are tested and appear to meet OEM specifications. Terrain also replaces certain parts, typically those that are worn or otherwise require improvement, to extend the life and durability of the Equipment, and devices are also made cosmetically appealing.

“Cosmetically appealing” is defined as improving only the appearance of the device, and may include actions such as painting, repairing, or completing any surface defects or irregularities in order to make the device appear closer to its original appearance. Cosmetically appealing does not include any repair, replacement, or improvement of any functional or structural component.

In all instances where Terrain replaces any part on any piece of Equipment, Terrain has the sole right and discretion to utilize aftermarket parts. No warranty of any kind is issued that any replacement or refurbishment of any part or Equipment excludes aftermarket parts, and/or that only original or specific brand-name parts are used.

**(4) Price.** Shipments are invoiced at pricing in effect at the time of shipment. A potential Buyer may request a quote on pricing, which will remain valid for 14 days from date of quote or until the Equipment sells, whichever is sooner. Terrain issuing a quote is no guaranty that it will “hold” any Equipment or otherwise have the item for sale when a Buyer requests it. All items are sold first-come/first-serve. Quoted prices on items that have been sold or that have exceeded the 14-day quote period are no longer valid and a new quote must be obtained. All orders under \$250 are subject to a \$5 service charge. If shipments are delayed by Buyer, payment dates will nevertheless be computed from the date on which Terrain is prepared to make shipment. In the event that any item is out of stock, discontinued, or not available for delivery, Terrain’s liability shall be limited to a credit or refund of any fee or charge Buyer may have paid for such item that is not deliverable.

**(5) User Manuals.** It is the obligation of the Buyer to obtain the user’s manual and/or any other necessary operating documentation directly from the Equipment manufacturer. If Terrain is called upon to repair or perform maintenance on any Equipment, Terrain will follow user manual requirements, if available. If no user’s manual or OEM-based tech support are readily available to Terrain, Terrain will utilize its experience and know-how to determine and apply appropriate preventative maintenance and/or repairs. However, Terrain offers no warranty or representation that such actions will completely conform to any OEM user manual or standards.

**(6) Relabeling.** Terrain expressly disclaims any liability whatsoever for any Equipment sold that the Buyer unpackages, relabels, or alters in any fashion. If Terrain extends any warranty on the Equipment, all such warranties shall be immediately voided and of no further force or effect if the Equipment is relabeled or altered by the Buyer in any fashion. Buyers are expressly prohibited from removing Terrain’s labels, or modifying or falsifying any documentation provided by Terrain. Terrain will not accept any returns, issue any refunds, provide any repair or replacement, or otherwise accept any responsibility whatsoever for any Equipment that appears, in Terrain’s reasonable judgment, to have been relabeled, re-sold, modified, or amended, or where the documentation provided by Terrain for the Equipment has been revised. In addition, all test reports issued by Terrain must remain un-altered and Terrain’s name and labelling must remain on such test reports at all times. This provision is subject to limited exceptions for “Reselling” and “Blind Shipping” detailed herein.

**(7) Reselling.** In certain circumstances, Terrain may permit a Buyer to re-sell Equipment purchased from Terrain. To be approved, Buyer must disclose to Terrain prior to purchase its intent to re-sell, and must obtain written consent from Terrain. In such instances, Buyer must submit an accurate and complete Certificate of Resale (CRT-61) form to Terrain, or Terrain may, in its sole discretion, add sales tax to the purchase pursuant to these Terms. Even if a re-sale is approved, Buyer must comply with all provisions concerning the prohibition on relabeling or altering documentation contained herein; permission to re-sell Equipment is not permission to violate any of the prohibitions contained in the “Relabeling” paragraph contained herein. Any re-

sale of Terrain Equipment that is not expressly permitted by Terrain pursuant to this paragraph is solely at Buyer's own risk, and Terrain expressly disclaims any representations, warranties, or liability of any kind for any such Equipment, and will not accept any returns, issue any refunds, or provide any repair or replacement for any such re-sold Equipment.

**(8) Blind Shipping.** In certain circumstances, Terrain may permit a Buyer to purchase Equipment from Terrain which is shipped directly from Terrain to the Buyer's customer/end-user. In such instances, Terrain may, in its sole discretion, agree to label the Equipment with Buyer's labels and information, and ship such Equipment to the end user with no indication that the Equipment was originally sold by Terrain to Buyer. To be approved, Buyer must disclose to Terrain prior to purchase its intent to re-sell and blind-ship, and must obtain written consent from Terrain. In such instances, Buyer must submit an accurate and complete Certificate of Resale (CRT-61) form to Terrain, or Terrain may, in its sole discretion, add sales tax to the purchase pursuant to these Terms. Buyer further expressly waives any right of Buyer to inspect, approve, or otherwise consent to the state of the Equipment, with the understanding that blind-shipping direct to the end-user removes Buyer's opportunity to inspect. In all blind-ship instances, Buyer expressly agrees to indemnify and defend Terrain from any and all claims that arise out of or are related to the transaction, the Equipment, the labelling, or are asserted against Terrain by Buyer's end user or any other individual or entity regarding the foregoing. Terrain expressly disclaims any representations, warranties, or liability of any kind for any such Equipment, and will not accept any returns, issue any refunds, or provide any repair or replacement for any such Equipment.

**(9) Taxes and Other Charges.** All prices quoted or acknowledged are f.o.b. Terrain's place of business in Illinois or such other location as may be specified by Terrain, and do not include any present or future sales, use, excise or other taxes imposed upon the sale or any transportation or insurance charges, all of which are to be paid by Buyer in addition to the purchase price. Illinois taxes (if applicable), shipping, and insurance charges which are ascertained by Terrain will be added to the invoice as a separate charge to be paid by the Buyer. Buyer is responsible for calculating and paying the amount of any sales or use tax assessed by any state other than Illinois, and will indemnify Terrain from any action or claim against it by any taxing authority for failure to pay such tax.

**(10) Shipping.** Terrain selects the method and routing of Buyer's delivery. All back orders will be given high priority shipment status to ensure prompt delivery. If Buyer specifies a preferred carrier for shipment that differs from that provided by Terrain, arranging for shipping and paying shipping costs will be the sole responsibility of Buyer. Terrain will not drop ship any Equipment to residential addresses.

**(11) Delivery.** In the event that Buyer is unable or unwilling to take delivery of all or any part of the Equipment, Terrain shall have the option, at its sole discretion, of storing any un-delivered items with all costs, including storage, insurance, demurrage, and subsequent shipping/transportation at Buyer's expense. Purchase of Equipment is not contingent upon a specific delivery date; if delivery is delayed or performed on a different date than expected or requested due to no fault of Terrain, Buyer is still obligated to accept and pay for the Equipment. Lead times for Equipment are variable and outside the control of Terrain, and a Buyer may not cancel

an order due to extended lead time or a change in delivery date. Any warranty, if given, begins on the date that delivery could have been made to Buyer, whether Buyer accepts delivery by signature or whether Buyer refuses delivery and Terrain stores the Equipment at its discretion. If Buyer re-labels, re-sells, or blind-ships any Equipment, such action does not extend the duration or postpone the running of any warranty.

**(12) International Buyers.** International Buyers are solely responsible for all costs and expenses associated with the purchase, shipment, and delivery of any Equipment, including, without limitation, for any applicable duties, VAT, tariffs, and excise taxes, whether assessed by the country of origin or of delivery, as well as any special or incidental expenses for shipment out of the United States or into the country of delivery. International Buyers are further solely responsible for ensuring the Equipment will be accepted into their chosen country of delivery, and must complete all necessary processes and paperwork on a timely basis to accept such delivery. In the event Equipment is returned to Terrain due to any inability to properly process it for shipping, export, import, or delivery, including, without limitation, rejection of the Equipment by any customs, immigration, taxation, or border authority, Terrain has no obligation whatsoever to refund any amount to the Buyer, but may, in its sole discretion and only if the Equipment is not custom and in the same condition as when it left Terrain's facility, refund up to fifty percent (50%) of the purchase price, excluding any and all costs of shipping, taxes, and other expenses.

**(13) Risk of Loss.** Risk of loss or damage to Equipment shall pass to Buyer at the time the Equipment is tendered to the common carrier, including risk associated with any Equipment subsequently returned to Terrain. All deliveries must be insured for the full value of the Equipment being shipped against all manner of loss, theft, destruction or damage, and Buyer must pay for such insurance. In the event of any loss or damage during shipment, Buyer is responsible to notify Terrain within twelve (12) hours of receipt of delivery. If Terrain arranged for shipment Terrain will tender any claim or complaint of damage or loss to the shipping provider only if Buyer timely tendered the required information for such claim to Terrain, and such submission shall constitute Terrain's sole obligation hereunder. If Buyer arranged for shipping Terrain shall have no further obligations to Buyer for any loss or damage caused by shipping. Loss or damage during shipment does not obviate Buyer's obligation to pay Terrain in full for all Equipment; Buyer's recourse in such event lies only with the common carrier and/or insurance provider.

**(14) Terms of Payment.** Buyer is required to pay in advance of shipment or provision of any services. In certain circumstances, Terrain may approve a Buyer for a credit account, in which case Buyer shall pay all invoices within the terms established by Terrain after delivery of the Equipment or services. Should the Buyer's financial responsibility become unsatisfactory to Terrain, cash payment or security satisfactory to Terrain may be required by Terrain for future deliveries and for the Equipment theretofore delivered. Even if credit terms are given, Terrain may require an initial deposit from a Buyer, particularly for customer orders. In addition, all special or standing orders (orders that require Terrain to obtain certain specific Equipment, or Equipment that Terrain does not generally keep in stock) require a deposit, and cannot be cancelled once placed. **All deposits are non-refundable unless Terrain is unable to provide the Equipment ordered.**

**(16) Late Payments.** In the event the Buyer does not pay for any shipment when the same becomes due, then the past due amounts are subject to service charges of one-point-five percent (1.5%) per month or, if lower, the maximum permitted by law, and Terrain may at any time thereafter suspend shipments, demand cash payments in advance, or terminate any contract in total. Buyers with a past due balance are not permitted to place any additional orders until bringing their account current. Buyer shall be liable for all costs incurred by Terrain for non-payment, including, but not limited to, attorneys' fees and collection agency fees.

**(17) Invoice Disputes.** All disputes as to the amount(s) invoiced hereunder shall be made, in writing, to Terrain. Buyer shall pay to Terrain, at Terrain's billing address, all amounts that it does not dispute and nothing herein shall be construed to relieve Buyer from paying to Terrain any such amounts which it does not dispute. Acceptance of any payment will not act as a discharge of the remaining disputed balance.

**(18) Cancellations/Returns.** Equipment may only be returned after first obtaining Terrain's written permission, which Terrain may grant or withhold in its sole discretion. **Special or standing orders may not be cancelled, and are generally not returnable absent a defect in the Equipment.** If Terrain authorizes the return of Equipment, it must in its original packaging or packing materials, unused by Buyer, complete, in good working order and condition, and be securely packed and shipped by Buyer in order to reach Terrain without damage, with a copy of the written return authorization received from Terrain. Terrain reserves the right to refuse credit or reduce credit for any return that is open, damaged, compromised, or otherwise not in the condition in which it was sold to Buyer. Credit for returns or cancelled orders is limited to the price paid for the product only, less a 25% restocking fee (except in the case of a defective or incorrect item); Buyer is still responsible to pay for shipping, transit, and insurance costs, including such costs to return the Equipment to Terrain. If Equipment is returned to Terrain without prior written approval, Terrain may, in its sole discretion: (i) extend credit for the returned items, minus a 25% restocking charge; or (ii) dispose of unauthorized returns with no credit to Buyer. Terrain inspects ALL returns and checks their serial numbers against the Equipment it originally sold: in the event Equipment is sent to Terrain that was not originally purchased from Terrain, Terrain reserves the right to charge Buyer a \$25.00 handling fee plus \$8.00 shipping cost in order for Buyer to retrieve the Equipment. Buyer has 14 days to pay the shipping and handling fee otherwise Terrain will dispose of the Equipment with no further recourse for Buyer. In no event will a returned item that was not sold by Terrain be eligible for any refund, credit, or other compensation.

**(19) Repair and Replacement.** Where a Buyer requests or is entitled to repair of an item (whether purchased from Terrain or not), Terrain will employ its experience and knowledge to provide such repair in accordance with industry standards for used, after-market medical equipment. Terrain makes no promise or warranty that any repair will be successful or will result in any specific period of functionality. Buyer understands and accepts the risk that repair is not guaranteed. In assessing the repair of any item, Terrain may, in its sole discretion, opt to replace an item or part if Terrain deems it necessary for functionality. Buyer accepts that Terrain's replacement is an acceptable option for any attempted repair, even if the replacement item or piece is not identical to the OEM, so long as functionality is not impacted. Buyer agrees that in any such repair, labelling on the item may differ from prior to the repair, and consents to any

such change in labelling provided there is no impact on functionality of the item. Buyer also understands that for any Equipment that testing and repair may revert the Equipment to its original factory settings, and that any customized or personalized settings are likely to be erased and not recoverable; Buyer expressly agrees that Terrain is not responsible for any erased custom settings and Buyer will need to reprogram any such settings and preferences itself. For any item provided to Terrain for inspection or repair, Buyer must retrieve the item within ninety (90) days from the date of Terrain's receipt. Any item that Buyer fails to collect after ninety (90) days will be considered abandoned by Buyer, and Terrain may, in its sole discretion, scrap, disassemble, sell, or recycle any part or all of such item.

**(20) Loaned Equipment.** Terrain may occasionally permit a Buyer to "borrow" a piece of Equipment. In such instances, Buyer must sign and agree to an Equipment Loan Agreement.

**(21) Technician Inspection / Software.** Buyer acknowledges and agrees that it is purchasing used and/or refurbished medical Equipment. Prior to utilizing any Equipment, Buyer agrees that it will, at its own cost, conduct an inspection of the Equipment by a certified and qualified technician with expertise and experience in the Equipment and the particular purpose Buyer anticipates for its use. Such technician shall certify that the Equipment is operational, complete, safe, conforms to any applicable codes and standards, and is capable of performing the tasks that Buyer intends for it. Buyer further acknowledges that it is purchasing Equipment that may contain copyright-protected and/or licensed software that is inherent or necessary to the Equipment's operation, record-keeping, or communications. Buyer understands that the software may be subject to certain restrictions on its use, and accepts sole responsibility for ascertaining and complying with the requirements for use of the software with the Equipment. Terrain expressly disclaims any obligation to ensure the licensure, permission, or compatibility of any software that may be installed on any Equipment it sells to any Buyer.

**(22) Nonconformity.** Claims for Equipment failing to conform to Terrain's description, defective goods, shortages, pricing discrepancies, or incorrect parts must be made within fourteen (14) days of delivery receipt. All Equipment and services sold by Terrain are to be inspected upon receipt and should any such items fail to meet the written specifications accepted by Terrain, Buyer shall not return the same, but shall notify Terrain. Reports of nonconformity must contain the following information: (i) purchase order number; (ii) Terrain invoice number; (iii) if requested, the written report of Technician Inspection; and (iv) any other relevant facts that may be helpful in tracing the cause of the problem. Terrain will, at its option, either repair or replace nonconforming Equipment upon their return or refund the purchase price of such Equipment. Repairs or services performed by Terrain are generally warranted for six (6) months from the date such repairs or services are performed, including only the parts and labor supplied by Terrain. In the event of nonconforming services, Terrain will, at its option, either provide conforming services at no additional charge, or refund the price of the services paid by Buyer. Unless otherwise agreed to by Terrain in writing, Equipment is sold without consideration of any specific "revision level," and no warranty or representation is made as to the specific revision level of any Equipment. Buyer may not return or seek a refund of any Equipment due to its revision level unless agreed to by Terrain in writing in advance of the sale.

**(23) As-Is / No Warranty.** Buyer acknowledges and agrees that, unless otherwise noted on the purchase order or pursuant to platform terms, all Equipment is sold as-is, that it is not new or sold direct from the manufacturer, and that there may be aging, wear and tear, defects, or flaws in materials, workmanship, operation, or design that are not the responsibility of Terrain. Buyer expressly assumes the risk of purchasing and using as-is, previously owned medical Equipment. Buyer agrees that it is purchasing Equipment based solely on its own judgment and disclaims any reliance upon any alleged statements or representations made by Terrain other than its identification of the Equipment. OTHER THAN AS SET FORTH HEREIN, TERRAIN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES AS TO THE EQUIPMENT OR SERVICES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ALLEGED TO ARISE FROM ANY WARRANTY NOT EXPRESSLY SET FORTH AND PERMITTED HEREIN. TERRAIN EXPRESSLY DISCLAIMS ANY WARRANTY FOR ANY DAMAGE RELATED TO SHIPMENT, INSTALLATION, LABOR, OR EQUIPMENT USED IMPROPERLY. Terrain's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for any Equipment or services sold shall be limited to repairing or replacing parts found by Terrain to be defective, providing additional services at no cost, or, at Terrain's option, to extending credit for the purchase price of such Equipment or services.

**(24) DISCLAIMER OF DAMAGES.** IN NO EVENT SHALL TERRAIN BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT OR SERVICES PROVIDED BY TERRAIN, INCLUDING, WITHOUT LIMITATION, BREACH OF ANY OBLIGATION IMPOSED ON TERRAIN HEREUNDER, PURSUANT TO PLATFORM TERMS, OR IN CONNECTION WITH ANY SALE OF EQUIPMENT OR SERVICES. CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF DELAY, INJURY, (INCLUDING DEATH TO ANY PERSON) OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OF THE EQUIPMENT). BUYER SHALL INDEMNIFY TERRAIN AGAINST ALL LIABILITY, COST, OR EXPENSE WHICH MAY BE SUSTAINED BY TERRAIN ON ACCOUNT OF ANY SUCH LOSS, DAMAGE, OR INJURY CAUSED BY OR RELATED TO THE ACTIONS OF BUYER.

**(25) Scheduling.** All orders or contracts are accepted with the understanding that they are subject to Terrain's current distribution schedule, and any government regulations, orders, directives, and restrictions that may be in effect from time to time. Terrain shall not be liable for delays due to circumstances or acts beyond its control including, without limitation, accident, strike or other labor troubles or disputes, flood, fire, war, or Act of God, civil commotion, lack of or inability to obtain labor or materials, embargo, delays in transportation, or because of compliance with any law or other governmental action, requirements, regulations or restrictions.

**(26) Compliance with Law.** Buyer agrees that it is purchasing medical Equipment that may be subject to government codes, regulations, statutes, and restrictions ("Law"). In purchasing such Equipment, Buyer hereby accepts sole responsibility to ascertain and comply with any such

Laws in using the Equipment. Buyer hereby represents and warrants to Terrain that it is fully authorized, certified, and/or licensed (as applicable) to purchase and use the Equipment and that it shall operate the Equipment in conformity with the Law.

**(27) Indemnity.** Buyer shall indemnify and hold Terrain harmless from any and all reasonable investigative and discovery costs, court costs, damages, exemplary and/or punitive damages, judgments, settlements, and court-awarded or approved attorneys' fees, and any and all other sums which Terrain may be ordered to or obligated to pay of any kind and nature whatsoever, including, without limitation, reasonable attorneys' fees incurred by Terrain, on account of any, all, and every demand or claim, or assertion of liability, or any claim or action founded thereon: (i) arising out of or resulting from Buyer's violation or alleged violation of the obligations set forth in these Terms and Conditions, and (ii) asserted by any customer or end-user of Buyer to whom Buyer re-sold any Terrain Equipment.

**(28) Entire Agreement, Modification and Waiver.** Upon Terrain's acceptance of Buyer's order, the Terms and Conditions set forth herein shall constitute the entire agreement between Buyer and Terrain and no statement, correspondence, or other terms shall modify or affect the terms hereof. No change in these Terms and Conditions will be valid unless in writing approved by Terrain. These Terms and Conditions govern and control any transaction between Terrain and Buyer notwithstanding Terrain's use of Buyer's purchase order number as an accommodation to Buyer. No waiver by Terrain of a breach of any provision hereof shall constitute a waiver of any other breach of such provision or any other provision. No change in the order will be valid unless approved by Terrain in writing. If any such change causes an increase in the cost of performing the order or in the time required by its performance, an equitable adjustment will be made and the order modified in writing accordingly.

**(29) Governing Law, Forum, and Severability.** Any dispute which may arise hereunder from the relationship between Terrain and Buyer or from any order or for any Equipment or services purchased hereunder shall be governed by the laws of the State of Illinois without regard to rules governing conflict of laws. Terrain and Buyer hereby consent to the exclusive jurisdiction of any state or federal court located within Cook County in the State of Illinois, in the United States of America, and agree that all actions or proceedings arising out of or relating to these Terms and Conditions and any agreement, order, invoice, or other issue between the parties shall be litigated in such courts. Any provision herein prohibited by law shall be ineffective to the extent of such prohibition and without invalidating the remaining provisions hereof.

**(30) Modifications.** Terrain reserves the right to change these Terms and Conditions from time to time, and any such changes will be provided to Buyer. Buyer's ordering of any Equipment or services from Terrain following notice of any modification of these Terms and Conditions constitutes acceptance of the modifications.