

Bioprinting Laboratories Inc. Terms and Conditions of Sale

ACCEPTANCE

These Terms and Conditions of Sale (“Contract” or “Terms of Sale”) shall govern all orders for the purchase of products from Bioprinting Laboratories Inc. (dba “Bioprinting Labs Inc.”, “Bioprinting Labs” or “BPL”) and its subsidiaries and affiliates (hereinafter referred to as “Bioprinting Labs”, “BPL”, “we” or “our”). The Customer (hereinafter referred to as “Customer”, “Purchaser”, “you”, or “your”) will be deemed to have assented to this Contract by ordering products. No variation of these terms and conditions will be binding upon Bioprinting Labs unless agreed to in writing and signed by an authorized representative of Bioprinting Labs.

QUOTATION

Until execution of the Quotation by both parties or issuance by Customer of a purchase order referencing the quotation that is accepted in writing by Bioprinting Labs, the Quotation is an offer by Bioprinting Labs that can be modified or cancelled by Bioprinting Labs at any time. The Quotation shall expire thirty (30) days from the date of issuance or earlier if a Product on the Quotation is no longer available. If the parties choose to execute a Quotation after its expiration date, the expiration date will be treated as having been mutually amended to the date of last signature.

Upon execution of the Quotation by Customer without modification prior to its expiration, or upon issuance by Customer of a purchase order referencing the Quotation that is accepted in writing by Bioprinting Labs, the Quotation and these Terms of Sale shall collectively constitute the entire agreement (the “Agreement” or the “Order”) between the parties with respect to the purchase of such Products, to the exclusion of any other terms, including any terms and conditions included in Customer’s purchase order or other procurement document or any terms and conditions which are implied by trade, custom, practice or course of dealing. Bioprinting Labs’ failure to object to provisions contained in any Customer purchase order or other procurement document shall not be deemed acceptance thereof or a waiver of the provisions herein. Notwithstanding the foregoing, if Bioprinting Labs and Customer have entered into a separate written agreement with respect to the subject matter of the Quotation, such separate written agreement shall take precedence over these Terms of Sale in the event of a conflict.

PRICES

Please contact Bioprinting Labs and your local distributor or refer to BPL’s website for a current price list. Prices are subject to change without notice. Unless otherwise provided in the Quotation, all prices are in United States Dollars (USD).

PAYMENT TERMS

All invoices are issued at the time of shipment and are payable within thirty (30) days thereafter, unless otherwise required by Bioprinting Labs. Payment should be made in accordance with the

instructions on the invoice issued to you. Please contact us for bank account details when submitting remittance by bank wire transfer. Payments over \$3500 USD must be made by cheque, wire transfer or other means of settlement excluding credit cards. Bioprinting Labs retains the right to apply a surcharge for processing any credit card payments over this amount.

Any products and services tax, sales tax, use tax, manufacturers tax, occupation tax, excise tax, value added tax, duty, customs, inspection or testing fee, or any other tax, fee or charge of any nature imposed by any government authority or measured by the transaction between Bioprinting Labs and Customer will be paid by Customer in addition to the purchase price. If Bioprinting Labs is required to pay any such tax, fee or charge, then Customer will reimburse Bioprinting Labs immediately upon receiving a request in writing from Bioprinting Labs.

As appropriate, the non-profit organizations in the U.S. shall provide Bioprinting Labs with a tax exemption certificate acceptable to the tax authorities.

If the Customer fails to make any payment when due under this Contract, then the Customer will pay to Bioprinting Labs interest on the amount unpaid from the date when payment is due until payment is made at the rate of 1.5% per month compounded monthly (equivalent to 19.56% per annum), calculated and payable monthly, as well after as before any judgement.

SHIPPING & DELIVERY

North America: All Canada and U.S. orders are shipped from a Bioprinting Labs facility in North America FOB Origin, Prepay and Add (Uniform Commercial Code). Under this term, Bioprinting Labs takes responsibility for arranging for standard freight insurance on all shipments.

International: All Bioprinting Labs international orders are shipped FCA Origin (Incoterms 2020). In addition, as provided for under FCA Origin, Bioprinting Labs will act as a transportation agent and will assume responsibility to arrange for and pay for transportation and standard freight insurance to the point of entry in the Customer's country and to invoice the Customer for those costs.

For International shipments, the Customer assumes all responsibility for the importation of the product into the Customer's country, including obtaining all required permits, licenses, or certificates. Bioprinting Labs shall not be liable, under any circumstances, for the failure of any government authority to issue such permits, licenses or certificates.

Other Domestic: All other domestic (intra-country) orders shipped from Bioprinting Labs facilities not located in North America (for example, Australia and China) are shipped at the expense and risk of the Customer. In addition, transportation and cargo insurance will be arranged for and paid by Bioprinting Labs and then invoiced by Bioprinting Labs to the Customer.

For each of the above, the risk of loss or damage to the products, as well as the obligation to bear any costs relating thereto, shall pass to the Customer upon Bioprinting Labs making delivery to a carrier at Bioprinting Labs' facility in good condition.

Delivery times are indicated in the quotation or in the final shopping cart page. Unless otherwise specified, Bioprinting Labs will make its best efforts to meet the delivery deadline, however, this deadline does not constitute a strict deadline. Also, delivery delays or partial deliveries cannot justify the cancellation of the order and Bioprinting Labs cannot be held liable in the event of a delay not exceeding sixty (60) days. In addition, Bioprinting Labs may under no circumstances be held liable in the event of a delay attributable to the Customer or to a case of force majeure as defined.

DAMAGE AND MISSING PRODUCTS

It is the Customer's responsibility, in the event of damage to the Products delivered or missing Products, to make all necessary reservations with the carrier. Any delivery that has not been the subject of reservations to the carrier by registered letter with acknowledgment of receipt, within 3 days of delivery from the carrier, a copy of which is to be sent simultaneously to Bioprinting Labs, will be considered as accepted by the Customer.

The reservations made by the Customer must be complete, justified, and as specific as possible. It is the Customer's responsibility to provide all justifications as to the reality of the defects or missing Products. When, after inspection, a damaged or missing Product is actually detected by Bioprinting Labs and not caused during transportation, the Customer may only request Bioprinting Labs to replace the damaged and/or the missing Product, at Bioprinting Labs' expense, without the Customer being entitled to claim any compensation or the cancellation of the order.

CANCELLATIONS, CLAIMS & RETURNS

Accepted purchase orders may not be terminated, canceled, or modified by Customer without the prior written consent of Bioprinting Labs. Notwithstanding the foregoing, either party may terminate any Order on written notice to the other party if the other party is in material breach of the Order and has failed to cure the material breach within thirty (30) days after written notice thereof. Bioprinting Labs may further terminate any Order on written notice to Customer if Customer becomes insolvent, files, commences or has commenced against it any proceeding concerning bankruptcy, insolvency, dissolution, liquidation, cessation of operations, reorganization of indebtedness, assignment for the benefit of a creditor or the like, ceases to continue all or substantially all of its business affairs or becomes unable to meet its financial obligations in the normal course of business.

Product returns will not be accepted by Bioprinting Labs without prior written authorization. Requests to return products must be made within seven (7) days of delivery. Perishable (frozen or cold-storage) items are not eligible for return. Non-perishable items that have been processed and packed or shipped are subject to a 25% restocking fee. Unless the return is due to a Bioprinting Labs error, return shipping costs must be paid by the sender. If Bioprinting Labs makes a shipping error, either a replacement product will be shipped at no charge or the Customer's account will be credited. Please examine all shipments thoroughly upon receipt. Claims for damages, errors, or omissions must be made within seven (7) days of parcel delivery as recorded by the courier. Bioprinting Labs reserves the right to test a sample of the product

prior to authorizing the return of the remaining product and to deny the return if, in the opinion of Bioprinting Labs, the product complaint is a result of inappropriate usage or handling rather than a failure of the product to meet specifications as outlined on our Product Information Sheets, when used under normal conditions in your laboratory. Return of custom products will not be authorized if such product meets the specifications on the custom order form.

AUTHORIZED USES

Customer acknowledges and agrees that it may use the Products for its internal, non-commercial, non-clinical research purposes only and not for any other purpose (including without limitation, not for commercial research or pre-clinical or clinical development purposes or any clinical, diagnostic, or therapeutic application), and represents, warrants and covenants that it will use the purchased Products solely for such purposes. Please contact Bioprinting Labs for any commercial use of the Products or sublicensing of BPL's Patents. Customer shall not reverse-engineer, analyze or otherwise attempt to derive the properties, composition, construction or method of manufacture of any of the products, including but not limited to, analysis by physical, chemical or biochemical means and shall not cause a third party to do the same. Bioprinting Labs will not be responsible or liable for any damages, losses, costs, expenses, or any other forms of liability arising out of the use of the Products.

NO RESALE

Customer acknowledges and agrees that the Products may not be sold, assigned, or otherwise transferred to any other party without Bioprinting Labs' prior written consent, and that any such sale, assignment or transfer shall be subject to the foregoing restrictions on use. The Customer shall not make products or any portion of them, in any way, shape or form, including as a component of another product available for the purpose of further resale or alter or remove the product label and the Bioprinting Labs mark of origin without the express written permission of Bioprinting Labs.

CATALOGUES, PRICE LISTS, AND ADVERTISEMENTS

Any descriptions or illustrations contained in Bioprinting Labs' catalogues, price lists and advertisements or otherwise communicated to Customer are intended merely to present a general idea of the products so described. Nothing contained in any of them will form any part of this Contract.

INTELLECTUAL PROPERTY RIGHTS

Nothing contained in this Agreement will be construed as an assignment to Customer of any Intellectual Property Rights in or to the products. All Intellectual Property Rights in or to the products are and will remain the sole and exclusive property of Bioprinting Labs and are reserved by Bioprinting Labs. Customer shall not use the Products except as expressly permitted hereunder, including without limitation that Customer shall not, and shall not permit any third party, to disassemble, decompile, or in any other way reverse engineer the Products or any portion thereof, or determine or attempt to determine any source code, algorithms, methods,

techniques or intellectual property in any Products or any portion thereof, except to the extent such prohibition is void under applicable law. Any software incorporated into or provided in connection with Products is licensed and not sold. Bioprinting Labs grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use such software solely with the Product into which it is incorporated or for which it is provided as required for the normal operation and maintenance of such Product and in accordance with Bioprinting Labs' published documentation for such Product.

Bioprinting Labs has not verified the possible existence of third-party Intellectual Property Rights which might be infringed as a consequence of product manufacture, use, sale, offering to sale or import, and Bioprinting Labs shall not be held liable for any loss or damages in that respect. The sale shall not, by implication or otherwise, convey any license under any intellectual property right and Customer expressly assumes all risks of any intellectual property infringement.

WARRANTY

Products supplied by Bioprinting Labs, with the exception of instruments, are warranted to meet the specifications provided on our Product Information Sheets when used under normal conditions in your laboratory for a period expiring three (3) months after the date of their purchase or the expiry date specified on the packaging of the product, whichever is earlier. Should any product fail to perform as specified during the warranty period (the "Product Warranty Period"), Bioprinting Labs will credit the purchase price to the Customer's account or replace the product free of charge. This warranty is exclusive and limits our liability to the replacement of the product or, at our option, full credit of the original purchase price. Instruments supplied by Bioprinting Labs are warranted to meet the specifications provided in our Instrument Specifications Sheets when operated in accordance with our Technical Manuals for a period expiring twelve (12) months after the ship date indicated on your invoice, unless specified otherwise by Bioprinting Labs in writing. Should any instrument fail to perform as specified during the warranty period (the "Instrument Warranty Period"), Bioprinting Labs will repair or replace the Instrument or Instrument part(s) free of charge. This warranty is exclusive and limits our liability to the repair or replacement of the Instrument or Instrument part(s). ANY PRODUCT OR INSTRUMENT NOT COVERED BY AN EXPRESS WRITTEN WARRANTY IS SOLD "AS IS", WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. A warranty will not apply to a product or instrument that fails to perform its specific function due to misuse, improper storage, use beyond expiry date or accidental damage.

LIMITATION OF LIABILITY

IN NO EVENT WILL BIOPRINTING LABS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, ANY PERSONAL INJURY, ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE IMPROPER STORAGE, USE BEYOND EXPIRATION DATE, ACCIDENTAL DAMAGE TO THE PRODUCT OR ANY COSTS ARISING FROM THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE, THE PRODUCT, OR OTHERWISE ARISING OUT OF OR RELATED TO THIS

CONTRACT, HOWEVER ARISING (WHETHER IN CONTRACT, TORT, NEGLIGENCE PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE).

INDEMNITY

Customer shall, at your own expense, indemnify, defend and hold Bioprinting Labs, its directors, officers, employees, agents, successors and assigns ("Bioprinting Labs Indemnitees"), harmless from and against any and all losses, costs, damages and expenses (including, reasonable attorneys' fees and other costs of defending any action) (collectively, "Losses") that we may incur in any way arising out of or relating to (a) any breach by you of your obligations under this Contract, (b) any use of the products not in compliance with the uses stated in the Product Information Sheets, (c) any failure of you to comply with good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the products, (d) any violation or infringement of any patent, trade secret, copyright, trademark, industrial design, licenses, or other intellectual or proprietary rights ("Intellectual Property Rights") of a third party by you in the handling or use of the products, or (e) any other use or misuse of the products by you including without limitation any claim of product liability or any similar claim relating to the quality of the products or an alleged defect or deficiency in the products.

SAFETY STATEMENT

Customer acknowledges that some of the products may be hazardous or could otherwise present a safety risk as may be outlined in any Safety Data Sheet, Product Information Sheet or any other label or document shipped with or otherwise associated with any of the products. Customer agrees to use, store and otherwise handle the products with such care and taking such safety precautions as is necessary or appropriate in each case. In no event shall Bioprinting Labs be liable for any personal injury or any other damages arising from or as a result of use, handling, misuse or mishandling of the products.

CONTACT INFORMATION COLLECTION

Bioprinting Labs collects personal information, including names, email addresses, phone numbers and physical addresses for the purposes of maintaining relationships with our customers. Customer agrees that the use of its contact information by Bioprinting Labs is necessary for performance of this and future purchase contracts and that explicit consent to use such information under the General Data Protection Regulation is not required. Personal information may be shared with Bioprinting Labs' business partners to provide the most efficient and effective service to our customers. Our business partners are held to strict confidentiality obligations related to personal information, and they include, but are not limited to SAP, Adobe, Salesforce, data processors, software as a service (SaaS), web service providers, event management solutions, and commerce integrators. You have the right to opt-out of having your personal information collected and you may request that Bioprinting Labs delete all of your collected personal information. Please email your request to admin@3dbpl.com or call us at our phone line: 1-214-730-0707.

MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Customer shall not assign this Agreement without first obtaining the prior written consent of Bioprinting Labs. The Agreement will be deemed made, executed, and delivered in, and shall be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of, the State of Texas. Customer and Bioprinting Labs consent to the exclusive jurisdiction of any local, state, or federal court located within Dallas County. No provision of this Agreement shall be deemed waived, amended, discharged, or modified orally or by custom, usage, or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the parties hereto. Bioprinting Labs shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Bioprinting Labs. If any one or more of the provisions of this Agreement is for any reason held invalid, illegal, or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable valid, legal, and enforceable provision that is closest to the original intention of the parties. Customer acknowledges that the Products and related technology are subject to all relevant export laws and regulations of the United States and other applicable jurisdictions, including, without limitation, the U.S. Export Administration Regulations, and will comply with all such laws and regulations. Any notice provided for herein shall be in writing and sent by certified or registered mail to the parties at their respective address set forth on the Quotation or such other address as it notified to the other party in writing.