

BIOWOUND SOLUTIONS, LLC

TERMS AND CONDITIONS

By purchasing products (“Products”) made available for sale by BioWound Solutions, LLC, a Nevada limited liability company (“BioWound”), the purchaser (“Customer”) agrees to be bound by and accept the following Terms and Conditions (the “Terms”). Except as superseded by a separate, written agreement in effect between Customer and BioWound that is signed by a duly authorized representative of BioWound, these Terms shall apply to all purchases of Products by Customer. BioWound may, in its sole discretion, revise or update these Terms at any time, with or without notice, effective upon posting of the modified Terms on its website at www.biowound.com (“Website”). BioWound and Customer may each be referred to herein as a “Party” or collectively as the “Parties”.

1. Fulfillment of Orders.

- (a) Orders. Following BioWound’s acceptance of an order for Products placed by Customer (“Order”), BioWound shall generate an invoice (“Invoice”) identifying the Products ordered and the balance due for such Products.
- (b) Order Cancellation and Changes. In its sole discretion, BioWound may refuse, reject, cancel or limit all or part of any Order for any reason (“Rejection”). BioWound’s Rejection of an Order shall not relieve Customer of any duty, claim, payment obligation or liability that accrued before the date of Rejection. Order changes or cancellations requested by Customer are subject to BioWound’s written approval and any additional charges shall be determined by BioWound in its sole discretion. BioWound shall not be liable for any delays due to Order changes.
- (c) Shipping Procedures. For all Orders, BioWound shall promptly pack and ship the Products identified on the Invoice using second-day delivery and provide Customer the delivery status or tracking information as supplied by the shipping carrier.
- (d) Risk of Loss. Title to and risk of any loss and/or damage to the Products shall pass to Customer upon delivery of such Products by BioWound to the shipping carrier.
- (e) Separate Sales. Each delivery of Products shall constitute a separate sale with the same effect as though made under a separate contract covering the amount thereof. Any delay or default by BioWound with respect to a delivery shall not affect Customer’s obligations for any future deliveries of Products.

2. Customer Acceptance; Returns and Exchanges.

- (a) Acceptance. Customer shall notify BioWound, in writing, within no more than five (5) business days from delivery, of any short delivery or defects reasonably discoverable on careful examination. In absence of such notice, Customer is deemed to have accepted the Products. BioWound's sole obligation, at its discretion, shall be either to replace or refund the purchase price of any undelivered or defective Products.
- (b) Returns and Exchanges. Customer acknowledges and agrees that it is BioWound's standard policy to not accept any returns or exchanges of Products. Any exceptions to this policy will only be made by BioWound in its sole discretion at the time of Customer's request for any return or exchange. If such an exception is granted, the Product must be returned without any damage and a clear chain of custody prior to any return or exchange being issued by BioWound. Notwithstanding the foregoing, Customer has no right of return for Products that are expired, undersold, overstocked, or damaged by a party other than BioWound.

3. Prices and Payment.

- (a) Prices. All Orders will be filled and invoiced at the prices in effect at the time the Order is accepted and the related Invoice is generated by BioWound. Prior to accepting an Order, BioWound shall have the right to change the prices for any Products at any time and for any reason, without notice to Customer.
- (b) Taxes. Customer shall be responsible for any and all taxes and similar governmental fees, however designated, payable in connection with Customer's purchase of Products (except for any taxes based on BioWound's income). If requested by BioWound, Customer will provide applicable tax exemption certificates to BioWound.
- (c) Payment. Unless otherwise set forth in an Invoice, Customer shall have sixty (60) days from the date applicable Products are shipped to Customer to pay the balance stated in each Invoice. Customer must provide written notice of any dispute regarding payment with BioWound before the payment is due. Customer may access Invoices and make payments through the BioWound's payment portal, available on the Website, as updated from time to time (the "Payment Portal"). Customer will input their banking and credit card information in the Payments Portal. If payment is not received by the applicable due date, BioWound may levy a late payment charge of 1.5% per month (or the maximum amount permitted by law, if lower) and/or suspend deliveries to Customer at anytime without notice. Customer shall reimburse BioWound for any and all costs, including, without limitation, court costs, attorneys' fees, fees of collection agents, and related costs and expenses incurred in collecting and/or attempting to collect any amounts due from Customer hereunder. BioWound shall have no obligation to compensate Customer for any

failure by Customer, for any reason, to collect amounts otherwise payable to Customer on account of services rendered by Customer in connection with Products.

4. Product Changes; Suspension.

At any time and without notice to Customer, BioWound may (i) change the specific Products available from BioWound (either by adding or removing Products from its product list) or (ii) alter the specifications for any Product in a manner that does not materially affect the performance thereof. Customer further acknowledges and agrees that BioWound may discontinue deliveries of Products without liability to Customer if, in BioWound's opinion, the manufacture, sale or use of such Products would in any way violate any right not held by or licensed to Customer.

5. Product Usage and Restrictions on Use.

After receiving Product(s), Customer will treat the patient as medically necessary. Customer acknowledges and agrees that (i) the use of any Product is at the sole discretion of the treating provider, pursuant to his or her professional medical judgement and (ii) the Products shall be used strictly in accordance with their labeling and instructions. Customer shall ensure that (a) the Products are used only as intended; (b) the Products are handled in a safe manner; and (c) any waste originating from the Products is disposed of in accordance with any relevant regulations. Nothing in these Terms shall be construed as requiring or encouraging the use of Products where they are not clinically appropriate or in the best interest of the patient. Customer is solely responsible for making timely application of, obtaining, and maintaining all permits, licenses and authorizations needed to lawfully use the Products. Customer further acknowledges and agrees that Customer is expressly prohibited from reselling, exporting, or redistributing the Products. In the event any Product is sold or offered for sale by Customer, BioWound shall have the right to immediately suspend all deliveries of Products to Customer. Violation of this Section 5 shall provide BioWound a basis for immediate termination of any agreement with Customer.

6. Accuracy of Information.

Occasionally, there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to Product descriptions, pricing, availability, promotions and offers. BioWound reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel Orders if any information on the Website or on any related Products is inaccurate at any time without prior notice (including after Customer has submitted an Order). BioWound is not obligated to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or on any related Product has been modified or updated.

7. Discount Disclosure.

It is the intent of the Parties to comply with the federal anti-kickback statute's safe harbor regulation regarding discounts or other reductions in price set forth at 42 C.F.R. § 1001.952(h). If applicable, BioWound will report any Product discounts or other reductions in price on the applicable Invoice. Notwithstanding the foregoing, Customer acknowledges and agree that Customer has an obligation to accurately record and may have an obligation to report all such discounts or other reductions in price to federal agencies, state agencies, or other payers, as applicable.

8. Warranty.

BioWound warrants it has title to Products delivered hereunder and may properly sell such Products to Customer. BIOWOUND MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL LOOK SOLELY TO THE MANUFACTURER OF PRODUCTS FOR ANY WARRANTY THEREON.

9. Limitation of Liability.

Customer represents that it is familiar with the characteristics of the Products and assumes all responsibility and liability for loss or injury to persons or property arising out of the handling, use or possession of the Products after delivery. IN NO EVENT SHALL BIOWOUND BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, OR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE EVEN IF BIOWOUND HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THESE INCLUDE DAMAGES RELATED TO, ARISING OUT OF, OR IN CONNECTION WITH THE SALE, DELIVERY, PLACEMENT, USE, LOSS OF USE, REPAIR, POSSESSION, TRANSPORTATION, DISPOSAL OR PERFORMANCE OF THE PRODUCTS, INCLUDING ALL ADDITIONS TO AND REPLACEMENTS OF THE PRODUCTS. IN NO EVENT SHALL BIOWOUND'S LIABILITY ARISING IN CONNECTION WITH ANY PRODUCTS SOLD OR TO BE SOLD HEREUNDER (WHETHER SUCH LIABILITY ARISES FROM A CLAIM UNDER CONTRACT, WARRANTY, TORT, OR OTHERWISE) EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO BIOWOUND FOR THE PRODUCTS INVOLVED IN SUCH CLAIM.

10. Compliance with Laws; Confidentiality.

The Parties agree to comply with all applicable federal, state and local laws, rules and regulations related to the sale and use of the Products and these Terms. Customer shall treat all written, proprietary business, or technical information received from BioWound, including all pricing lists for Products, as confidential. Customer will treat such information as confidential information whether or not marked as confidential. In no event shall Customer use, nor disclose to any third parties, any such confidential information except as specifically permitted by these Terms or as required by law (with reasonable prior notice to BioWound) or as is required by the U.S. Federal government in its capacity as a customer.

11. Indemnification.

Customer shall indemnify, defend and hold harmless BioWound and its officers, directors, employees, agents, affiliates, and successors (the “Indemnified Parties”) from and against any and all losses, damages, liabilities, claims, actions, judgments, penalties, costs or expenses, including reasonable attorneys’ fees, arising out of or resulting from Customer’s breach of these Terms and/or Customer’s use of the Products, including, but not limited to, any product liability claims, any actual or asserted violation(s) of federal, state or local law or regulation, or claims that such use infringes upon any intellectual property right of any third party.

12. Independent Relationship.

Nothing in these Terms shall constitute or be construed as the creation of a partnership or joint venture between Customer and BioWound. Customer shall not represent Customer or Customer's organization as having any relationship to BioWound other than that of an independent purchaser of Product for the limited purposes described in these Terms.

13. Technical Assistance.

At Customer's request, BioWound may furnish to Customer instructions and other relevant information that BioWound has received from the manufacturer of a Product with respect to the use of such Product (collectively "Technical Assistance"). In providing such Technical Assistance, whether with or without compensation, BioWound is acting solely in an advisory capacity. Customer agrees to assume full responsibility for making its own independent evaluation whether to use such Technical Assistance and to assume all risk and liability for results obtained in reliance thereon.

14. Notices.

Any notice required or permitted by these Terms shall be in writing and delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally, (b) by reputable overnight courier upon written or electronic verification of receipt, (c) by telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission, or (d) by certified or registered mail, return receipt requested, upon verification of receipt. All notices to Customer will be sent to the address that the BioWound has on file applicable to Customer for delivery of Product. All notices to BioWound will be sent to the address set forth below, or to such other address requested by BioWound.

If to BioWound:

BioWound Solutions, LLC
6765 S Eastern Ave, Unit 3
Las Vegas, Nevada 89119

15. Miscellaneous.

- (a) Entire Agreement. These Terms, together with any applicable Invoice or other agreement entered into by BioWound and Customer in writing, constitute the entire agreement between the Parties with respect to the purchase and sale of Products. All purchase orders or purchase acknowledgments, other than an Invoice, which may be used to order or acknowledge orders for delivery of Products shall be deemed intended for record purposes only and any terms or conditions contained therein shall not serve to add to or modify the terms and conditions of these Terms.
- (b) Force Majeure. Neither Party is liable to the other for delays or failures in performance (other than payment obligations) under these Terms which may be due, in whole or in part, to fire, explosion, strike or labor difficulty, accident, breakdown of machinery or equipment, inability to obtain power, labor, or materials, including Products, from normal sources of supply, transportation or handling accidents or delays, act of God, act, order,

regulation or request of government or other public authorities, war, riot, or civil disorder or any other cause or causes of any nature beyond the reasonable control of the Party affected. In the event of curtailment of supply of Products due to any causes, BioWound shall apportion deliveries of Products on an equitable basis.

(c)Governing Law. All questions regarding construction of the Terms and the rights and liabilities of the Parties shall be governed by Nevada law, without reference to its choice of law rules. Each Party agrees that all disputes arising in connection with these Terms shall be heard in Nevada, and each Party irrevocably submits to the exclusive jurisdiction of, and venue in, the state and federal courts located in Nevada.

(d)No Implied Waiver. The failure of BioWound at any time to require the performance by Customer of any provision of these Terms shall not affect in any way the right to require such performance at any later time nor shall the waiver by BioWound of a breach of any provision hereof be taken or held to be a waiver of such provision. All rights and remedies of BioWound are cumulative and concurrent, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

(e)Assignment. The rights and/or obligations of Customer hereunder cannot be assigned without the prior written consent of BioWound. Subject to the foregoing, these Terms shall be binding on and inure to the benefit of each Party's successors and assigns.

(f)Severability. If any provision of these Terms is determined to be invalid or unenforceable by a court of law, the provision shall be deemed automatically adjusted to conform to the requirements for validity in a manner to best effect the Parties' intent (or deleted if it cannot be so adjusted), and the validity and enforceability of the remainder of these Terms shall not be affected.