

## General Terms and Conditions of Sale

### 1. Acceptance of Terms

1.1 These are the terms and conditions (“Terms”) under which Boca Scientific Inc. (“we”, “us”, or “Boca Scientific.”) sells products and services (collectively, “products”) to Customer (“Customer”), and they will govern all of Customers’ product orders and purchases from Boca Scientific. Boca Scientific’s offer to sell products is expressly conditioned upon Customer’s acceptance of these Terms. Customer will be deemed to have accepted these Terms by placing an order via email, phone, online, or fax. Boca Scientific’s failure to object to any terms and conditions contained in any purchase order or other document from Customer will neither be construed as Boca Scientific’s acceptance of such terms and conditions nor as a waiver of these Terms.

1.2 These Terms, which include all documents incorporated herein by reference, any quotation and related documents issued to Customer from Boca Scientific, and those specific terms of a purchase order or other document that are either consistent with these Terms or expressly agreed upon by Boca Scientific in writing, constitute the entire contract between Customer and Boca Scientific relating to the subject matter hereof (the “Contract”), and supersede all prior agreements and understandings between Customer and Boca Scientific, whether written or oral. Any additional or different terms and conditions are hereby rejected and will be void. In the event of a conflict, a quotation and other related documents issued to Customer from Boca Scientific takes precedence over these Terms, and a written contract covering the same subject matter signed by both Boca Scientific and Customer takes precedence over both. If one or more of these Terms are held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Terms will remain in full force and effect.

### 2. Orders and Delivery

2.1 All orders are subject to Boca Scientific’s acceptance of the order and availability of the products. Any changes that Customer may propose to the specifications, quantities, scope, method of shipment, schedule or place of delivery of products must be provided to Boca Scientific in writing and may be accepted at Boca Scientific’s discretion. Boca Scientific reserves the right to make delivery in installments, which will be separately invoiced and paid for when due per invoice. As applicable, Boca Scientific reserves the right to make changes to product specifications or that affect a product’s form, fit, or function. Any new or updated product documents or certifications can be provided to Customer upon request or in accordance with any applicable quality agreement.

2.2 All products are sold Free Carrier (FCA) Boca Scientific's facility. Products are delivered when we load them onto the commercial carrier at Boca Scientific's facility. At this point the Customer becomes responsible for risk of loss and damage. If any product is lost or damaged while it is being transported, Boca Scientific will endeavor to assist Customer in addressing the problem with the carrier, however risk of loss and title to products passes to customer. Risk of loss for products passes to Customer upon Boca Scientific's delivery of the products to the carrier.

### 3. Inspection and Returns

Not all products are returnable. Products that are perishable, custom-made products, high volume orders, and special-order items are not eligible for return.

Products that are damaged or defective on delivery, may be eligible for returns or corrected for any shortages or delivery errors at the sole discretion of Boca Scientific, if Customer contacts Boca Scientific Customer Support within fifteen (15) days from the day Customer receives the products. When Customer contacts Customer Support, Boca Scientific will give Customer instructions on returning any products and on replacements; however, Customer must return any such products not later than twenty (20) days after Customer first received the product(s). If Customer does not contact Boca Scientific customer support within the initial fifteen (15)-day period, the products shall be deemed accepted, and Customers exclusive remedy are the manufacturer's warranty rights. Authorization for all product returns must be approved by Boca Scientific Customer Support and an assigned Return Material Authorization Number provided at the sole discretion of Boca Scientific. Not all products may be authorized for return, including, without limitation, due to temperature, packing, or other requirements subject to the sole discretion of Boca Scientific. Boca Scientific may require Customer to sign and deliver a properly completed certificate of decontamination prior to returning any product. Products authorized for return must arrive at Boca Scientific Inc. facilities in a state satisfactory for resale to be eligible for product credit, any returned products must be unmarked, unopened, and unused.

Boca Scientific will not accept any returns which have not been previously authorized and issued a Returned Material Authorization (RMA).

Returns for correctly filled orders are at Boca Scientific's discretion. Any returns for correctly filled orders that are approved by Boca Scientific must be returned at the Customer's expense.

### 4. Credits and Refunds

For any product returns which Boca Scientific authorizes for return, at Boca Scientific's discretion, Boca Scientific may replace the products free of charge or issue a product credit or refund for the product value. For any product authorized for return, the product must be deemed unused, unmarked and undamaged and in good and saleable condition by Boca Scientific. No product credit will be available for use if a past due balance is outstanding on the account, and Boca Scientific may, in its sole discretion, apply the amount of any refund payable to Customer to such outstanding past due balance. Any product credit not used within twelve (12) months of the date of issue shall automatically expire.

Credit for any correctly filled order will be pending receipt and confirmation that the products are unused, unmarked, unopened and are not damaged. Any credit for correctly filled orders is subject to a 20% re-stocking fee and will exclude the cost of Boca Scientific shipping the product to the Customer and from Customer back to Boca Scientific. All return requests are subject to the terms and conditions set forth in paragraph three (3) above.

## 5. Price, Taxes and Other Charges

If Boca Scientific does not provide Customer with a written quotation or discount or if the price is not specified in a written contract between Customer and Boca Scientific, the price will be the list price that applies on the date we receive the order. Boca Scientific's prices are subject to change from time to time. Boca Scientific's prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to Customer's order. If they apply, it will be Customer's responsibility to pay them. If we pay them, we will add them to the invoice. Customers are also responsible for standard delivery and handling charges, if any. These charges will be added to Boca Scientific's invoice. Customer is responsible for all delivery, duties, taxes and other costs and these charges shall be added to the Customer's invoice.

## 6. Payment

Invoices shall be paid in United States ("U.S.") dollars within thirty (30) days from the invoice date for customers who have established terms with Boca Scientific. Each order is a separate transaction, and Customer may not set-off payments from one order against another. If Customer are late in making payment, without affecting Boca Scientific other rights, Boca Scientific may suspend delivery or cancel the order or Contract, reject Customer's future orders, and charge Customer a late-payment charge, from the due date until paid, at the rate of one percent (1%) per month or, if less, the maximum amount

allowed by law. Boca Scientific Inc. preferred payment methods are via check,) credit card, and/or business wires, including ACH, transactions. If Customer require a different method of payment, please contact sales@bocascientific.com to discuss other possible options.

## 7. Limited Warranty

7.1 Unless a different written warranty is included with product literature or associated documents, Boca Scientific warrants to Customer that the products will conform to the technical specifications for such products as provided in Boca Scientific Inc. catalogues and literature accompanying the products until their respective expiration dates (if stated) or up to their respective number of uses. If we do not specify an expiration date, number of uses, or warranty period for a product, then we warrant to Customer that the product will conform to its technical specifications for twelve (12) months from the date of Customer's receipt of the product. THE WARRANTY IN THIS SECTION IS EXCLUSIVE, AND NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, ARE MADE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IF BOCA SCIENTIFIC MANUFACTURES CUSTOM PRODUCTS FOR CUSTOMER BASED ON INSTRUCTIONS, SPECIFICATIONS, OR DIRECTIONS PROVIDED BY CUSTOMER OR ITS AGENT TO US, BOCA SCIENTIFIC WILL NOT BE LIABLE FOR THE LACK OF SUFFICIENCY, FITNESS FOR PURPOSE, INFRINGEMENT, OR QUALITY OF THE PRODUCTS.

7.2 If Boca Scientific determines that Customer has altered or misused the products or failed to use or store them in accordance with Boca Scientific's instructions, or if the defects to the products result from neglect or accident caused by Customer or any third-party the warranty is null and void. Boca Scientific's sole and exclusive liability, and Customer's exclusive remedy with respect to products returned within the warranty period and proved to Boca Scientific's satisfaction to be defective or nonconforming, will be the replacement of the products free of charge upon Customer's return of the products in accordance with Boca Scientific's instructions, although at Boca Scientific's discretion we may provide a credit or refund in accordance with Section 4 above. Warranty claims must be made within fifteen (15) days after Customer discovers or should reasonably have discovered that the product does not conform.

7.3 Unless otherwise agreed, all technical assistance and information Boca Scientific provides to Customer regarding the products will be provided at no charge to Customer, and Customer assumes sole responsibility for results obtained in reliance thereon. Boca Scientific makes no warranty regarding the results obtained by the Customer with the product.

## 8. Product Use and Restrictions

8.1 Except as otherwise agreed in writing by Boca Scientific, all products are for RESEARCH USE ONLY, AND NOT FOR HUMAN OR ANIMAL THERAPEUTIC OR DIAGNOSTIC USE.

Customer acknowledges that the products sold by Boca Scientific Inc. are not submitted for regulatory review by any government body or other organization, and we do not validate them for clinical, therapeutic or diagnostic use, or for safety and effectiveness. Customer is solely responsible for making sure that product use complies with applicable laws, regulations and governmental policies in all applicable jurisdictions and for obtaining all necessary approvals, intellectual property rights, licenses and permissions that Customer may need related to Customer's use. Customer warrants they are using all items purchased from Boca Scientific in strict compliance with all governmental regulations hereinafter enacted. Customer warrants and represents that it will use all products purchased or obtained from Boca Scientific in strict compliance with all applicable government, food, drug, device, and cosmetic regulations and requirements, both now and hereinafter enacted. Customer indemnifies Boca Scientific pursuant to the provisions of paragraph 10 herein.

8.2 It is solely Customer's duty and responsibility to ensure the products are suitable for Customer's particular use and to conduct any research necessary to learn the hazards involved for any of Customer's uses of products purchased from us. Customer warrants and represents that it will provide adequate warnings to its customers, employees and any auxiliary personnel of any risks involved in using or handling the products. Customer agrees to comply with instructions for use of the products furnished by us, if any, and not to misuse the products. If the products purchased from us are to be repackaged, relabeled or used as starting materials or components of other products, Customer will verify that the use and application comply with all laws and regulations. Customer acknowledges that Boca Scientific provide material Safety Data Sheets (SDSs) for the products, as applicable. Any additional copies of SDS may be requested by reaching out to us at [info@bocascientific.com](mailto:info@bocascientific.com).

8.3 Customer agrees that it is not authorized and shall not perform compositional, structural, functional or other analysis of the products, or undertake deconvolution or reverse engineering with respect to the products.

## 9. Limited Rights

Customers' purchase of products from Boca Scientific is for reasonable use of the products only and there is no transfer or use in the intellectual property rights of Boca Scientific or Boca Scientific's affiliates and partners included. Further the know-how used to make or provide, or useful for the manufacture or use of, the products will at all times remain vested in Boca Scientific and its manufacturers and suppliers. Customers' purchase of the products only grants Customer a limited, non-transferable right to use the quantity of the products that Customer have purchased from us for Customers' internal research purposes only, and in compliance with the applicable intended use statement, limited use statement or limited label license, if any, in Boca Scientific's current catalogue, website or on the label or other documentation accompanying the products (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety). Customer's purchase of products does not carry any license to use Boca Scientific's. or Boca Scientific's affiliates' trademarks or names. No right to resell the products or any of their components is conveyed expressly, by implication, or by estoppel. Unless otherwise expressly agreed in writing, Boca Scientific provide no rights to use the products in commercial applications of any kind, including, without limitation, manufacturing, quality control or commercial services such as reporting the results of Customer's activities for a fee or other form of consideration. It is solely Customer's responsibility to determine whether Customer may be required to obtain any additional or third party intellectual property rights depending upon the particular application in which customer uses a product. If Customer need commercial use rights to the products (including the right to perform fee-for-services), please contact us at [sales@bocascientific.com](mailto:sales@bocascientific.com).

## 10. Indemnity

To the extent allowed by applicable law, and except where a claim arises as a result of Boca Scientific's gross negligence or willful misconduct, Customer will indemnify, defend, and hold harmless Boca Scientific and Boca Scientific's affiliates including but not limited to directors, officers, agents, employees (each an "Indemnified Party") for any claim, loss, damage, expense or other liability (including reasonable attorneys' fees and costs) which may be made against an Indemnified Party as a result of (a) Customer's acts or omissions

or its use or modification of a product, (b) Boca Scientific's. manufacture or sale of a product we made pursuant to customers instructions, specifications, or other directions, (c) Customer's failure to comply with the Contract, or (d) Boca Scientific's failure to acquire any applicable additional rights related to Customer's use of the products.

## 11. Limitations of Liability

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOCA SCIENTIFIC AND BOCA SCIENTIFIC'S AFFILIATES WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY DRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE INCURRED) THAT CUSTOMER MIGHT INCUR UNDER THE CONTRACT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH THE PRODUCTS OR THE PROVISION THEREOF, EVEN IF BOCA SCIENTIFIC HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, BOCA SCIENTIFIC INC. AND BOCA SCIENTIFIC'S AFFILIATES' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OR ANY PRODUCT OR THE PROVISION THEREOF, IS LIMITED TO THE AMOUNT CUSTOMER PAID TO US FOR THE PRODUCT PURCHASED.

11.2 DELIVERY DATES AND TIMES ARE ESTIMATES ONLY AND BOCA SCIENTIFIC AND BOCA SCIENTIFIC'S AFFILIATES WILL NOT BE LIABLE (IN CONTRACT, TORT OR OTHERWISE) FOR ANY LOSSES, EXPENSES, CLAIMS OR DAMAGES CAUSED BY SUPPLY CHAIN ISSUES, LATE DELIVERY, LOST PACKAGES, AND OR OTHER DELAY IN SHIPPING.

## 12. Export Controls, Anticorruption Compliance

Customer acknowledges that products, technology and/or software received from Boca Scientific are subject to all laws and regulations of the United States of America governing exports and re-exports, as well as export-related laws applicable in jurisdictions outside the United States of America. Customer represents and warrants to Boca Scientific that Customer will not, directly or indirectly, without obtaining prior written authorization from competent government authorities where required by such laws and regulations, sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology received from us to (a) any destination subject to a trade embargo; (b) any entity or person prohibited from receiving the products, technology and/or software subject to a similar sanctioned party restriction, including but not limited to those parties identified on the Consolidated List which can be searched at <https://legacy.export.gov/csl-search>; or (c) any destination for any prohibited end use, including but not limited to activities involving

the development, production, use or stockpiling of nuclear, missile, or chemical or biological weapons or precursors.

Customer also represents and warrants that Customer will comply with all applicable laws and regulations relating to bribery and corruption, including but not limited to the United States of America also including but not limited to Foreign Corrupt Practices Act and the United Kingdom Bribery Act. Without limiting the generality of the foregoing, Customer represents and warrants that Customer will not pay money or provide anything of value to any government official and/or anyone acting in a commercial context in violation of bribery or corruption laws or regulations applicable to Customer's business activity.

### 13. Miscellaneous

Boca Scientific will not be responsible or liable for failing to perform Boca Scientific's obligations under any agreement and under any purchase order and these terms and conditions to the extent caused by circumstances beyond the reasonable control of Boca Scientific.

Boca Scientific shall not be liable for delay or failure to perform our obligations under these Terms and Conditions due to any contingency beyond our reasonable control, including, but not limited to, war, acts of terrorism, riot or other civil unrest, Acts of God, political insurrection, acts or orders or expropriation by any government, governmental restrictions or controls on imports, exports or foreign exchange, changes in law, inability to procure or shortage of suppliers of necessary materials, fuel shortage, strike, lock out or other labor disturbances or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, epidemic, pandemic, fire, flood, explosion, earthquake, or other natural events.

If any provision or part of the order, requisition or purchase order, or these Terms is found by any competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the order, requisition, or these terms and conditions. Headings are for convenience only and will not be used in the interpretation of these Terms. Customer acknowledges that all aspects of transactions including orders, requisitions, purchases and these terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of law provisions. All obligations remain with the primary party and Customer agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from Boca Scientific as a result of discussions, negotiations or other



communications between Boca Scientific and Customer in relation to the products or the provision thereof. Boca Scientific reserve the right to change these Terms at any time. Any changes made to these Terms will not apply to the Contract between Customer and Boca Scientific for any order we receive before the changes are made.