

General Terms and Conditions of Sale

1. Applicability. These terms and conditions of sale (these “Terms”) are the only Terms which govern the sale of goods (the “Goods”) by SurgiReal Products, Inc., a Colorado corporation (“Seller”) to the buyer (“Buyer”) whose name appears on the Order Confirmation (Seller and Buyer are each a “Party”). These Terms, along with the accompanying Purchase Order and Invoice (the “Order Confirmation” and, together with these Terms, this “Agreement”), comprise the entire agreement between the Parties and supersede all prior or contemporaneous understandings or agreement, written or oral. These Terms shall prevail over any of Buyer’s general terms and conditions of purchase and Buyer’s general terms and conditions will not constitute any part of the agreement between the Parties. Fulfillment of Buyer’s purchase order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend this Agreement. For clarity, No condition stated by Buyer, in any manner whatsoever, in accepting or acknowledging the Order Confirmation shall be binding upon Seller

2. Binding Agreement. This Agreement becomes a binding contract when accepted by Seller, such acceptance to be evidenced by Seller’s acknowledgment of purchase or by Seller’s commencement of performance hereunder. Shipment of any part of the Goods shall constitute acceptance of this Agreement upon the terms herein.

3. Cancel of Order. Buyer may cancel an Order Confirmation by contacting Seller prior to receiving a notice of shipment. Once order has been shipped, Buyer may not cancel order.

4. Delivery. The Goods will be delivered within a reasonable time after Seller’s execution or acceptance of the Order Confirmation or Buyer’s purchase order (as the case may be), subject to availability. Delivery shall be by common carrier at Buyer’s expense and risk. Title shall pass to Buyer upon Seller’s delivery of the Goods to the common carrier. Seller shall not be liable for any delays, loss, or damage in transit. At times, Seller may deliver the Goods to Buyer at Buyer’s location; in that situation, title and risk of loss shall pass to Buyer upon delivery.

5. Refunds, Exchanges, and Non-Conforming Goods. **SALES ARE CONSIDERED FINAL AT THE TIME OF PURCHASE.** Goods that (i) are purchased on sale; (ii) are removed from the original packaging; or (iii) have been used are not eligible for refund or exchange. If Buyer is not satisfied with any aspect of the Goods, Buyer must contact Seller within 30 days of delivery and explain why such Goods are non-conforming. Seller may, in its own discretion, offer Buyer an exchange or refund for such Goods. Unless otherwise agreed to by the Seller, Buyer must pay for such return shipment of Goods to Seller. After 30 days of delivery the Goods will be deemed accepted and no longer eligible for exchange or refund.

6. Terms of Payment. Unless otherwise pre-paid in full, the full purchase price is due and payable 30 days after the Goods are delivered. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall be imposed on

any outstanding balance not paid within 30 days. Upon demand, Buyer shall reimburse Seller for all of Seller’s cost of collecting any outstanding balance not timely paid, including reasonable attorneys’ fees. Buyer hereby grants to Seller a purchase money security interest in the Goods and any proceeds from the sale of the Goods. Any sales, use, or manufacturer’s tax imposed upon the sale of the Goods shall be in addition to the quoted price and shall be paid by Buyer.

7. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. EXCLUSIVE REMEDY. BUYER’S SOLE AND EXCLUSIVE REMEDY, AND SELLER’S ENTIRE OBLIGATION, FOR ANY BREACH OF THIS AGREEMENT (INCLUDING A DEFICIENCY OR BREACH OF ANY REPRESENTATION OR WARRANTY) SHALL BE, AT SELLER’S OPTION, FOR SELLER TO (A) REPLACE THE GOODS IN QUESTION OR (B) REFUND TO BUYER AN AMOUNT EQUAL TO AMOUNT THE BUYER PAID FOR THE GOODS IN QUESTION.

9. LIMITATION OF LIABILITY. SELLER’S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY BUYER FOR THE GOODS. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOST REVENUE, LOST PROFITS, OR DIMINUTION OF GOODWILL, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. General. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to such jurisdiction’s conflict of laws principles. Any action brought by either Party to interpret or enforce this Agreement shall only be brought in a state or federal court located in Denver, Colorado, and each party submits to the jurisdiction and venue of such courts and waives any objection to such jurisdiction or venue. EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement. If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted; if modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

Questions? Contact SurgiReal Products, Inc. at info@surgireal.com.