

## Nanosonics Inc. General Terms and Conditions of Sale

- 1. General:** These general terms and conditions of sale (the "Terms") apply to the sale of any and all products and services, by Nanosonics Inc., herein referred to as "Nanosonics", to the party to whom Nanosonics' quotation or invoice is addressed, herein referred to as "Customer". Nanosonics and Customer are sometimes collectively referred to as the "Parties" and each individually as a "Party". All sales of Nanosonics to Customer are subject to the Terms. In the event that any purchase order or other communication between Nanosonics and Customer contains terms and conditions in addition to or inconsistent with these Terms, these Terms will apply, unless acceptance of any other terms and conditions is made in writing by authorized representatives of Nanosonics and Customer.
- 2. Quotations; Acceptance of Orders:** Written quotations related to the sale of products or services covered by these Terms automatically expire 30 days after the date issued unless otherwise specified in the quotation. All quotations are subject to these Terms and to Nanosonics' written order acknowledgment. Orders become effective only when accepted by Nanosonics' written order acknowledgment.
- 3. Prices:** Unless otherwise agreed by the Parties, prices do not include any applicable property, sales, use, privilege or export taxes, any custom duties or any other tax, fee or charge of any nature whatsoever imposed by any government authority on or measured by any transaction between the Parties.
- 4. Payment:** Customer will pay Nanosonics, via check, ACH bank payment, wire transfer or credit card in United States currency the net amount of the invoice issued by Nanosonics to Customer pertaining to the products or services sold within thirty (30) days of the date of the invoice. Credit card payments will incur an additional 3.5% processing fee based on the total of the invoice. A late payment charge of up to one and one-half percent (1.5%), or the highest rate permitted by applicable law, of the amount of the invoice may be charged for each month, or any portion thereof, that payment is not made within thirty (30) days of the date of the invoice. Payment shall be deemed to be made on the date of receipt by Nanosonics. If Customer in good faith disputes any invoiced charges, Customer may withhold the disputed amount, but only if on or before payment, or the due date for payment, the undisputed amount is paid in full and notice in writing of the dispute is given to Nanosonics, setting out the details of the amount disputed, the reasons for the dispute, and the basis for calculating the disputed amount. Nanosonics will then investigate all disputes. If the amount is found to be payable (in whole or in part) then Customer must pay the amount within seven (7) days of receiving notice and the basis of the decision. Invoiced charges that are not disputed in good faith within fifteen (15) days of the date of an invoice will be deemed to be correct.
- 5. Shipment, Delivery and Inspection:** The Customer shall be charged an amount to cover costs incurred by the Nanosonics in respect of handling and standard freight for orders shipped within the contiguous USA. Shipment dates are estimated and Nanosonics will not be liable for late shipments. Nanosonics shall use its reasonable commercial efforts to deliver products to Customer by the date set out in Customer's purchase order. Nanosonics shall bear the risk of loss during shipment of product(s) to Customer which shall pass to Customer upon Customer's receipt of such product(s) subject to the provisions of this paragraph. Customer will promptly inspect all products delivered to it by Nanosonics. Any claim against Nanosonics under the Warranty in section 7 below or otherwise for shortages or for damages to or defects in the delivered product(s) that are observable in a reasonable visual inspection will be deemed waived unless the claim is made to Nanosonics within thirty (30) days after such delivery. Title to the product(s) shall pass from Nanosonics to Customer upon full payment of Nanosonics' invoice as set forth in Paragraph 4. A freight surcharge applies on shipments to Alaska and Hawaii.
- 6. Force Majeure:** Nanosonics will not be liable for any delay or failure in performance of any order, in the delivery or shipment of any product or for any damages or losses suffered by Customer or any third party which are caused by, or in any manner arise from, directly or indirectly, any labor disturbances, embargos, riots, storms, fires, explosions, acts of God or public enemies, inability to obtain necessary labor or raw materials, accidents or breakdown to, or mechanical failure of, machinery or equipment, changes in economic conditions, delays or interruptions in transportation or any other causes beyond Nanosonics' control. In the event of such delay, the applicable shipment date(s) will be postponed to compensate for such delay. If Nanosonics' performance is rendered permanently impossible or impracticable, either Party may cancel the affected order(s) upon written notice to the other Party, and, upon such cancellation, Nanosonics will have no liability and Customer will be liable only for the pro-rated or allocated portion of such order(s) completed, including without limitation all inventory and supplies not returnable for full credit or otherwise useable by Nanosonics.
- 7. Nanosonics' Limited Warranty:** Unless otherwise stated, Nanosonics warrants to Customer that the products sold by Nanosonics to Customer will be free from defects in workmanship and materials under normal use for a period of one (1) year after the date of the applicable invoice. Upon the return of the defective product, by Customer to Nanosonics, Nanosonics will, at its sole option, repair or replace the defective product. Any defective product that is repaired or replaced is warranted only for the balance of the initial warranty period. Notwithstanding the foregoing, Nanosonics does not warrant, and such limited warranty will be null and void, if the product fails to perform or is defective because of accident, casualty, misuse, abuse, fire, alteration, liquid damage, lightning, Act of God or public enemy, vandalism, tampering or because of improper setup, operation, repair, maintenance, testing or unauthorized service. **THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO THE PRODUCT(S) AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 8. Limitation of Liability; Exclusion of Damages:** Nanosonics' liability with respect to any claim by Customer or any third party arising out of or in any way relating to any product or services sold by Nanosonics to Customer (including without limitation such product's sale, or use) will be limited solely to the cost of such product. **NANOSONICS WILL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR OTHER LOSSES OF CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATING TO THE SALE, OR USE OF SUCH PRODUCT.**
- 9. Confidential Information:** Nanosonics' technical, trade secret, proprietary or similar information contained in plans, drawings, specifications, photographs and other documents (collectively, "Confidential Information") disclosed or furnished by Nanosonics to Customer or its officers, directors, employees or agents (collectively, "Representatives") and all copies thereof, including without limitation any and all materials of any kind containing or embodying any Confidential Information, are the sole and exclusive property of Nanosonics. Disclosure of Confidential Information by Nanosonics to Customer or its Representatives will not be construed as granting to Customer or its Representatives either expressly or by implication, any right, title or interest of any kind in any Confidential Information. Upon Nanosonics' request, Customer will promptly deliver to Nanosonics all of the Confidential Information in Customer's possession or under Customer's control (including without limitation Confidential Information in the possession or under the control of any of Customer's Representatives), whether in written, electronically-readable or other form, including without limitation all copies or extracts thereof or based thereon. All Confidential Information will be kept confidential by Customer and will not be disclosed to any person or entity without Nanosonics' prior written consent, except that Customer may disclose the Confidential Information or portions thereof to those of its Representatives who reasonably need to know such information for legitimate business reasons; provided, however, that Customer will be responsible for any breach of this covenant by it or any of its Representatives and will indemnify and hold harmless Nanosonics and its officers, directors, employees and agents (collectively, the "Nanosonics Indemnified Parties") for any costs, expenses or losses incurred or suffered by any of them as a result of such breach. Customer (a) acknowledges that a failure to comply with this Section 9 will cause Nanosonics irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for Nanosonics and (b) consents to Nanosonics' obtaining from a court having jurisdiction, specific performance, an injunction, a restraining order or any other equitable relief in order to enforce such provision. Nanosonics' right to seek and obtain any such relief is in addition to, and not in lieu of, any other remedy to which it is entitled under applicable law (including without limitation monetary damages).
- 10. Default:** If Customer (a) fails to pay all or any part of any invoice when due, (b) fails to observe or perform any of its other obligations under these Terms or (c) becomes insolvent, is adjudicated a bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any similar relief under any bankruptcy laws or related statutes or a receiver is appointed for its assets, then Nanosonics may declare an event of default. After an event of default, all sums due or to become due from Customer to Nanosonics may, at Nanosonics' sole option, become immediately due and payable and concurrently, or in the alternative, Nanosonics may at its sole option terminate any existing order(s) between the Parties and exercise any other remedies available to Nanosonics under applicable law, including without limitation, repossession of Nanosonics' product(s) in accordance with State and Federal law. If Nanosonics does repossess such product(s), it is agreed that these Terms will no longer be in effect but that Customer will remain liable for any past due payments, including interest if applicable and for any loss or damage which may have occurred to the equipment while in the possession of Customer. Risk of loss is to remain with Customer until the product(s) are returned to the possession of Nanosonics.
- 11. Costs and Expenses; Indemnification:** Customer will be responsible for all costs and expenses, including without limitation attorneys' fees and disbursements, incurred by Nanosonics in enforcing any term or condition in these Terms and Customer will indemnify and hold harmless and promptly reimburse Nanosonics for such costs and

expenses. If Nanosonics is made a defendant in any proceeding, action or arbitration by Customer, any person or entity deriving title from Customer or any other third party on the basis of breach of warranty, negligence, strict liability, tort or any other theory, and if no award or judgment is made or rendered against Nanosonics, Customer will indemnify and hold harmless the Nanosonics Indemnified Parties from all costs and expenses incurred by any of them in connection with such proceeding, action or arbitration, including without limitation reasonable attorneys' fees and disbursements.

12. Cancellation and Return: Any contract or order may be cancelled by Customer only with the prior written consent of Nanosonics and upon reimbursement to Nanosonics for all costs, expenses and losses incurred by Nanosonics as a result of such cancellation, including without limitation a reasonable profit and overhead. Except for reasons as set forth in paragraph 5, Customer may only return an order with the prior written consent of Nanosonics. If the product(s) ordered are returned with Nanosonics' consent, Customer shall bear the risk of loss until such product(s) are returned to the possession of Nanosonics. Customer shall also be responsible for the costs of such return to Nanosonics.
13. Governing Law; Language; Jurisdiction; Venue: Nanosonics' quotation, invoice, these Terms and Nanosonics' order acknowledgment are governed by and must be construed according to the laws of the State of Delaware, without reference to the principles of conflicts of law that may require the application of the laws of another jurisdiction. Each of the Parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the United States District Court for the applicable state court located in the State of Delaware for any action or proceeding arising out of or relating to the sale of Nanosonics' products to Customer, (b) waives any objection to the laying of venue of any such action or proceeding in such courts and (c) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
14. Compliance with Laws and Regulations. Customer will comply with all federal, state and local laws, regulations and ordinances applicable to its business and activities and will indemnify Nanosonics for any and all claims, damages, penalties, assessments and liabilities imposed on Nanosonics relating to or resulting from Customer's failure to comply with such applicable laws, regulations and ordinances. Customer acknowledges that the products are or may be subject to the regulation of the FDA or other Federal or State Agencies. Customer shall not use or permit the products to be used in a manner that does not comply with applicable FDA or other regulations or for any non-medical, entertainment or amusement purposes.
15. Entire Agreement; Amendment; Waiver: Nanosonics' quotation, invoice, these Terms and Nanosonics' order acknowledgement constitute the entire agreement between the Parties with respect to the sale of Nanosonics' products to Customer, superseding all prior representations, agreements or understandings, written or oral, between the Parties with respect to such sale. These Terms cannot be amended orally or by any course of conduct by either Party but may only be amended by a written agreement executed by the Parties. The failure by Nanosonics to (a) enforce any provision hereof will not be construed as a waiver of such provision or of Nanosonics' right to enforce such provision and (b) object to provisions contained in any purchase order or other communication from Customer will not be construed as a waiver of these Terms nor an acceptance of any such Customer provisions.
16. Successors and Assigns; Assignment: These Terms will be binding upon the Parties and their respective successors and assigns; provided, however, that Customer shall not assign any of its rights or duties hereunder without Nanosonics' prior written consent, which consent may not be reasonably withheld.