



ZOMEDICA, INC TERMS AND CONDITIONS OF SALE

- 1. Terms.** Unless otherwise subject to the terms of a written agreement, each buyer (“Buyer”) that purchases Zomedica products (“Products”) shall be subject to these standard terms and conditions of sale (“Terms”).
- 2. Payment.** All payments shall be due and payable within thirty (30) days of the applicable invoice, time being of the essence. Any amount due hereunder not timely paid shall incur a late charge on the unpaid balance of 1.5% per month or portion thereof (or such lesser amount as may be the maximum permitted by law). Buyer shall reimburse Zomedica any and all attorneys’ fees and other costs incurred by Zomedica in collecting any payment due hereunder.
- 3. Taxes.** All amounts payable hereunder are exclusive of any applicable federal, state, or local taxes and Buyer agrees to be responsible for the payment of same or to assist Zomedica in the collection, administration, and remittance of any such taxes to the extent same are the legal responsibility of Zomedica.
- 4. Shipping; Risk of Loss.** Zomedica will ship all Products FCA (Incoterms). Title and risk of loss shall pass to Buyer upon delivery to the common carrier..
- 5. Buyer Responsibilities.** Buyer shall at all times be responsible for all aspects of veterinary patient care and treatment, including, without limitation: (i) diagnosis of veterinary patients; (ii) obtaining any required consent of owners, guardians, or other parties; (iii) preparation of patients for treatment, including, without limitation, ensuring adequate immobilization and/or sedation of equine and other patients to prevent uncontrolled kicking, agitation, distress, or pain; (iv) provision of any and all treatment; (v) provision of appropriately trained and qualified personnel to operate the Products and provide proper patient care; and (vi) provision of any other products or services necessary to ensure proper and safe patient care. **BUYER ACKNOWLEDGES THAT THE PULSEVET ESWT SYSTEM CONSISTS OF SOPHISTICATED ELECTRONIC PRODUCTS CAPABLE OF EMITTING POWERFUL, FOCUSED, ENERGY SHOCK WAVES. IF THE PRODUCTS IS NOT USED PROPERLY, SEVERE INJURY AND/OR**
- PROPERTY DAMAGE, INCLUDING DEATH, COULD RESULT.** AS SUCH, BUYER IS FULLY RESPONSIBLE FOR ENSURING THAT ALL USE OF THE PRODUCTS IS COMPLETED IN A SAFE AND PROPER MANNER, BY PROPERLY TRAINED AND LICENSED INDIVIDUALS, AND IN FULL COMPLIANCE WITH ALL INSTRUCTIONS FOR USE PROVIDED BY ZOMEDICA. BUYER’S USE OF THE PRODUCTS IS AT ITS OWN RISK.
- 6. Limited Warranty.** Zomedica provides a limited warranty for the Products. Please see the Zomedica website for details.
- 7. Remedies; Limitations.** In the event of a confirmed warranty failure, Zomedica shall repair or replace, at its election, the nonconforming Products. To obtain warranty coverage, Buyer must notify Zomedica in writing of the defect within the Warranty Period and request service. If Zomedica determines that the Products is defective, Zomedica shall repair or replace the Products and return same to Buyer at Zomedica’s cost. In such event, the Warranty Period shall be extended by the period of time required to repair or replace the Products. **BUYER AGREES THAT THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO BUYER OR ANY OTHER PARTY AGAINST ZOMEDICA IN CONNECTION WITH THE PRODUCTS. IF MONETARY DAMAGES ARE IMPOSED ON ZOMEDICA DESPITE THE LIMITATION CONTAINED IN THE PRECEDING SENTENCE, BUYER AGREES THAT UNDER NO CIRCUMSTANCES SHALL ZOMEDICA’S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE PURCHASE PRICE FOR THE PRODUCTS. IN NO EVENT SHALL ZOMEDICA BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, PUNITIVE DAMAGES HOWEVER INCURRED, OR OTHER SIMILAR LIABILITIES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ZOMEDICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

8. Indemnification. Buyer agrees to indemnify and defend Zomedica (including its parent, subsidiaries, and related companies and its and their officers, directors, employees, agents, and consultants) from and against all losses, expenses, damages, demands, claims, suits, and other liabilities (including, without limitation, reasonable attorneys' fees) arising out of: (i) any bodily injury, death, or property damage which occurs, either directly or indirectly, in connection with Buyer's possession, handling, or use of the Products, and (ii) any fine or penalty for Buyer's violation of any law or regulation applicable to Buyer's possession, handling, or use of the Products, including, without limitation, any use of the Products on humans or otherwise outside of veterinary medical practice.
9. Compliance with Law. Each party warrants and covenants that it shall do all acts necessary to comply with all federal, state, and local laws, regulations, ordinances, and codes applicable to its operations or performance under this Agreement. Buyer specifically acknowledges and agrees that the Products are not FDA-approved for use in the treatment of humans and is therefore only to be used in connection with veterinary medical practice.
10. Force Majeure. If Zomedica is delayed in or prevented from performing any obligation hereunder due to causes or events beyond its control, including, without limitation, any act of God, fire, riot, embargo, strike, legal action, accidents, transportation delays, present or future law, or governmental order or regulation, such delay or non-performance shall be excused during the pendency of such condition and the time for performance extended or rescheduled by Zomedica.
11. Proprietary Information. All Zomedica confidential information and trade secrets (including, without limitation, Zomedica's pricing and purchase terms) disclosed to or learned by Buyer shall remain the property of Zomedica. For a period of five (5) years from the date of disclosure to Buyer (or, in the case of trade secrets until such information no longer constitutes a trade secret), Buyer shall not disclose such proprietary information to any third party or use such information in any way other than as expressly authorized in writing by Zomedica. Zomedica retains all rights in and to any intellectual property disclosed to Buyer at any point in connection with the Products.
12. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been duly given and received only on the business day when personally delivered or transmitted successfully via facsimile, one (1) business day following the business day when deposited with a commercially respected overnight delivery service such as Federal Express, service fees prepaid, or three (3) business days following the day when sent by certified mail, return receipt requested, postage prepaid, to the intended recipient at the address or facsimile in the Sales Agreement .
13. Miscellaneous. No waiver by either party of any term of this Agreement shall affect such party's rights to enforce such term in a subsequent instance. No waiver shall be binding upon a party unless confirmed in writing by that party. This Agreement may not be modified or amended other than in writing executed by both parties. This Agreement is severable, in that the invalidity of any term herein will not affect the enforceability of the remaining portions of this Agreement. This Agreement shall be governed by Michigan law, excluding conflict of laws principles. The headings contained in these Terms are for the convenience of the parties only and shall not be interpreted to affect in any way the language contained herein. Unless otherwise agreed in advance in writing by Zomedica, Buyer shall remain liable for all assigned obligations in case of any failure of performance thereof on the part of any assignee of Buyer. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.