

Standard Terms and Conditions of Sale

These terms and conditions govern the sale of the products ("Product" or "Products") specified in an "Order" (as defined below) by MIREXUS INC. ("Supplier") to each of its customers ("Customer"). These terms and conditions ("Agreement") take precedence over Customer's supplemental or conflicting terms and conditions, if any, to which notice of objection is hereby given. Neither Supplier's commencement of performance or delivery shall be deemed or construed as acceptance of Customer's supplemental or conflicting terms and conditions. Customer's acceptance of the Products from Supplier shall be deemed to constitute acceptance of the terms and conditions contained herein. The specifications in effect for the Products at the time an Order is made ("Specifications"), which Customer acknowledges as having been made available to it, are incorporated herein by reference. Such Specification may include technical data sheets, storage parameters and shelf life, a certificate of analysis for Products, or other technical or product use information related to the Products. Specifications for Products that are the subject of future Orders are subject to change without notice.

1. **Orders:** All orders placed by Customer shall be in writing and are subject to written acceptance by Supplier ("Order"). All Orders must identify the products, unit quantities, product numbers, applicable prices and requested delivery dates of the Products being purchased. Orders may contain additional terms and conditions which may supplement the terms and conditions of this Agreement. Orders may not be changed, cancelled or rescheduled by Customer without Supplier's written consent. Supplier may designate certain Products as non-cancelable, non-returnable ("NCNR") and the sale of such Products shall be final. Supplier may, in its sole discretion, allocate available Product among its Customers, or cancel all or part of any Order (provided that Customer shall be promptly refunded any payments it has made for cancelled Orders or cancelled part thereof).
2. **Prices:** The prices of the Products are those prices specified on the accepted Order. Price quotations shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation.
3. **Taxes:** Unless otherwise agreed to in writing by Supplier, all prices quoted are exclusive of shipping and insurance costs, duties, and all taxes including federal, provincial, state and local sales, excise and value added, goods and services taxes, and any other taxes. Customer agrees to indemnify and hold Supplier harmless for any liability for taxes or duty in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, shipping costs, taxes and duties (if known) shall appear as separate items on Order; provided that Customer shall continue to be obligated to pay such costs, taxes and duties even if they are inaccurate or have been omitted.
4. **Payment:** Payment shall be made in immediately available funds (all fees are borne by the Customer), or as otherwise specified on the Order, without set-off or other withholding. Where Supplier has extended credit to Customer, terms of payment shall be as specified on the invoice, without offset or deduction. On any past due invoice, Supplier may impose interest at the rate of one and a half percent (1.5%) per month. If Customer fails to make each payment when it is due, Supplier reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all Orders for which Supplier has extended credit to Customer. In the event of default by Customer, Supplier shall be entitled to costs, fees, and expenses, including but not limited to recovery of lawyers' fees, court costs and fees, reshipment costs and collections costs.
5. **Delivery and Title:** All deliveries will be made "Ex Works" place of shipment or as otherwise specified on the invoice. Title and risk of loss pass to the Customer upon delivery of the Product to the carrier or as otherwise specified on the invoice. Supplier's delivery dates are estimates only and Supplier is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Supplier, nor shall the carrier be deemed an agent of the Supplier. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

6. Returns, Refunds and Exchanges Policy:

How to Return an Item:

Products that do not conform to the Specifications may be returned for exchange or refund, subject to Supplier's prior written authorization, provided that Customer has at all times stored, transported and handled the Products in accordance with the Specifications. Customer must notify Supplier of any non-conformity with the Specifications within 30 days of ship date, and return the item to the place of purchase within 14 days of receiving a Return Material Authorization (RMA) from Supplier.

In order to ensure the Products are returnable, please follow the steps below:

- a) First, contact Supplier sales representative within 30 days of ship date of item(s) by calling +1.519.829.1221 or by emailing Trevor Jones at tjones@mirexus.com.
- b) Second, if the item is approved for return, Supplier will issue a RMA number. Once the RMA number is received, Products must be returned within 14 days. Supplier will provide Customer with specific instructions on where to mail/return Products with the RMA number. In most cases returned items will be shipped to the Supplier's warehouse, located at:

MIREXUS INC.
361 Southgate Drive, Unit C
Guelph, Ontario
Canada N1G 3M5

- c) Third, please include the RMA number in the return package and state the reason for the return and the original receipt.
- d) If Products were purchased from a distributor other than Supplier, contact the distributor to confirm its return procedures and policies.

Return Exceptions:

Only Products originally shipped from Supplier or from an authorized distributor (drop-ship) may be returned. Products must normally be returned to the original place of purchase. If Products were originally purchased from a distributor, they may be returned directly to Supplier only with Supplier's prior written consent. By returning Products to Supplier, the Customer certifies that the Products were purchased from Supplier or from an authorized distributor and there has been no substitution of the product from another supplier, distributor or other source of the Products. The return should be in the original packaging and in unused condition except as otherwise approved by a Supplier sales representative via an RMA.

Exchanges:

If the Products approved for return are in original condition and unopened, they may be exchanged for other Products in the first 30 days after ship date. Defective Products may be exchanged/returned for the same Products. Customer will not be subject to a restocking fee for exchanges, but unless the Products were defective, will still have to pay return shipping. Products purchased from Supplier that have been used or altered will not be accepted for exchange and items noted as NCNR cannot be exchanged.

Non-Cancelable and Non-Returnable Items:

Some Products are designated NCNR and cannot be returned. Customer should contact Supplier at +1.519.829.1221 or email Trevor Jones at tjones@mirexus.com before making a purchase with questions regarding the return policy.

Return Freight / Restocking Fee:

Reasonable cancellation or restocking charges include a minimum 15% restocking fee, which will be deducted from any Customer refund. Supplier does not refund the original shipping and handling charges that the Customer paid on the order. Customer must prepay the return freight charges and Supplier will not accept COD shipments.

Refunds:

Supplier will notify Customer upon receipt and inspection of returned Products and will advise of refund status. Upon approval of return and refund, Supplier will initiate a credit (subject to any cancellation or restocking charges) within 48 hours to the original method of payment. Credits to credit card can take 10 days to post to the account. Credits via money order or wire transfer will be net of bank fees.

7. **Limited Warranty:** Supplier warrants to Customer that Products purchased hereunder will conform to the applicable Specifications. If Supplier breaches this warranty, Customer's remedy is limited to (at Supplier's election): (a) refund of Customer's purchase price for such Production (without interest), or (b) replacement of such Products; provided that such Products must be returned to Supplier, along with acceptable evidence of purchase, within 20 days from date of delivery, transportation charges prepaid. No warranty will apply if the Product has expired or has been subject to misuse, improper storage, neglect, or accident.

SAVE AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, SUPPLIER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND MAKES NO WARRANTY AGAINST LATENT DEFECTS, OR WITH RESPECT TO SERVICES PROVIDED IN CONNECTION WITH AN ORDER (INCLUDING BUT NOT LIMITED TO TECHNICAL ASSISTANCE AND ADVICE PURSUANT TO SECTION 14 HEREOF).

8. **Limitation of Liabilities:** CUSTOMER SHALL NOT BE ENTITLED TO, AND SUPPLIER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, ENVIRONMENTAL REMEDIATION COSTS, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, PRODUCTS LIABILITY DAMAGES, PUNITIVE DAMAGES, INTELLECTUAL PROPERTY INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. CUSTOMER'S RECOVERY FROM SUPPLIER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD SUPPLIER HARMLESS FROM ANY CLAIMS BASED ON (A) SUPPLIER'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (B) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SUPPLIER, or (C) USE IN COMBINATION WITH OTHER PRODUCTS. SUPPLIER SHALL INDEMNIFY CUSTOMER FOR ANY THIRD PARTY DAMAGES BASED ON CLAIMS FOR PATENT INFRINGEMENT SOLELY TO THE EXTENT THAT THESE ARE BASED ON INFRINGEMENT OF THE PRODUCTS OF ANY PATENTS OF THIRD PARTIES IN THE UNITED STATES OR CANADA. THESE INDEMNIFICATION OBLIGATIONS OF SUPPLIER SHALL BE LIMITED TO THE TOTAL MONIES PAID TO SUPPLIER FOR PRODUCTS (EXCLUDING SHIPPING, TAXES AND OTHER RELATED COSTS AND EXPENSES PAID BY CUSTOMER) IN THE TWELVE MONTHS PRECEDING ANY FINAL JUDGMENT OR AWARD AGAINST CUSTOMER BASED ON SUCH INFRINGEMENT. THE INDEMNIFIED PARTY UNDER THIS SECTION SHALL PROMPTLY NOTIFY THE INDEMNIFYING PARTY IN WRITING OF ANY CLAIM OR SUIT OR MATERIAL THREAT THEREOF BROUGHT AGAINST THE INDEMNIFIED PARTY IN RESPECT OF WHICH

INDEMNIFICATION MAY BE SOUGHT AND, TO THE EXTENT ALLOWED BY LAW, SHALL REASONABLY COOPERATE WITH THE INDEMNIFYING PARTY, AT ITS COST, IN DEFENDING OR SETTLING ANY SUCH CLAIM OR SUIT. NO SETTLEMENT OF ANY CLAIM, SUIT OR THREAT THEREOF RECEIVED BY THE INDEMNIFIED PARTY AND FOR WHICH THE INDEMNIFIED PARTY INTENDS TO SEEK INDEMNIFICATION SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE INDEMNIFYING PARTY.

9. **Intellectual Property.** "Intellectual Property" means all intellectual property, trade secrets, patents, trademarks, designs, know-how, processes, inventions and improvements related to the Products, whether patentable or not, that are now or in the future owned or licensed by Supplier, together with all improvements, enhancements, derivative works and modifications to such Intellectual Property, whether developed by or for Supplier. Customer acknowledges and agrees that Supplier owns all right, title, and interest to the Intellectual Property as embodied in the Products or otherwise arising from the Products or the making of the Products. To the extent that Customer (or its contractors) provides suggestions or feedback regarding the Products, the Intellectual Property, or the Confidential Information (as defined below) of Supplier, which may include suggestions for, or feedback concerning, improvements, modifications, corrections, enhancements, derivatives or extensions, as well as branding ideas ("Feedback"), it is agreed that the Supplier shall have a perpetual, royalty free, exclusive, and transferable license to use such Feedback, without any obligation to compensate the Customer (or its contractors). Supplier may develop technology, modifications, corrections, enhancements, derivatives or extensions ("Improvements"), and further may also develop branding elements, based on such Feedback, and such Improvements and branding elements, and any intellectual property, as well as any related intellectual property registrations, shall be owned by Supplier. Customer agrees to sign such further documents as may be required reasonably to confirm such ownership by Supplier. No license is provided to Customer under the Intellectual Property, save and except for a license to incorporate the Products into products or applications of Customer. Without limiting the foregoing, and for clarification, Customer is restricted from using any Intellectual Property embodied in the Products for development purposes other than for the sole purpose of including the Products in Customer's products, without prior written authorization of Supplier. Customer shall not develop, file, or register any patents or patent applications that incorporate or are based on the Intellectual Property or Supplier's Confidential Information. Customer covenants and agrees not to reverse engineer, or attempt to reverse engineer, the Products or conduct any separation analysis on the Products.
10. **Export Control:** Customer certifies that it will comply in all material respects with all laws and regulations applicable to its purchase, use and disposition of the Products. Without limiting the foregoing, the Customer will comply with all Canadian and United States Department of Commerce and other Canadian and United States export control laws and regulations with respect to the Products, and will not distribute the Products to any country where such distribution would be unlawful.
11. **Use of Products:** Products sold by Supplier are not designed, intended or authorized for use in life support, life sustaining, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. In addition, and without limitation to the foregoing, Products sold by Supplier are not designed, intended or authorized for use in injectables and implants intended for cosmetic applications (including but not limited to breast implants, bovine collagen-based dermal fillers or implants, human collagen-based dermal fillers or implants, hyaluronic acid-based dermal fillers or implants, autologous fat transfer, cadaveric-based products and botulinum toxin injections). If Customer uses or sells the Products for use in any such applications: (1) Customer acknowledges that such use or sale is at Customer's sole risk, and assumes all responsibility to use and sell the Products for such applications in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws, regulations and labelling or other standards that are now or may in the future be in force; (2) Customer agrees that Supplier and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use or sale; and (3) Customer agrees to indemnify,

defend and hold Supplier (and its successors, assigns, employees, officers and directors) and any third party manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

12. **Confidentiality**. Where Customer and Supplier have previously entered into with a non-disclosure agreement applicable to the activities under this Agreement ("NDA"), the NDA is incorporated by reference to this Agreement and, in addition to the confidentiality terms and conditions applicable to this Agreement: (A) for the purposes of this Agreement the term of the NDA shall be extended until the end of the term of this Agreement in the event that the NDA expires prior to the end of the term of this Agreement; (B) Confidential Information (as defined in the NDA) includes materials exchanged between the Parties in connection with the Agreement and the subject matter thereof (including but not limited to Test Results); and (C) the Confidential Information revealed or otherwise disclosed under this Agreement may be used or reproduced solely to the extent necessary to further and fulfill the purposes of this Agreement. Where Customer and Supplier have not otherwise entered into an NDA, Customer agrees to keep confidential this Agreement and all non-public and proprietary information of Supplier, including Products Specifications, pricing and purchase terms (collectively, "Confidential Information"). Customer will not use Confidential Information for any purpose other than the purposes contemplated in this Agreement, and will not disclose Confidential Information except to the extent required by law, and only after prior written notice to Supplier.
13. **Force Majeure**: Supplier is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Supplier's reasonable control including, but not limited to, acts of God, natural or human-caused disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, customs delays, delays in transportation or inability to obtain labor, materials or Products through its regular sources, all of which shall be considered as an event of force majeure excusing Supplier from performance and barring remedies for non-performance. In an event of force majeure condition, Supplier's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Supplier to any liability or penalty. Supplier may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Customer.
14. **Technical Assistance or Advice**: If technical assistance or advice is offered or given to Customer, such assistance or advice is given free of charge and only as an accommodation to Customer. Customer acknowledges and agrees that such technical assistance or advice does not constitute product engineering, design or testing advice or services, or other advice or services that it would be prudent to obtain in using the Products to make other products, and is not relied upon by Customer as such. Supplier shall not be held liable for the content or Customer's use of such technical assistance or advice nor shall any statement made by any of Supplier's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.
15. **Master Agreement**. If the parties have executed a separate written agreement, including but not limited to a Master Purchase and Supply Agreement covering the Product(s) and Services governed by a purchase order, the terms of that agreement shall prevail over the terms of any purchase order or any other agreement in the event of a conflict.
16. **General**: (a) The laws of the Province of Ontario and the law of Canada applicable therein will exclusively govern any dispute between Supplier and Customer, (b) the courts of the Province of Ontario will have exclusive jurisdiction to determine all disputes and claims arising under or pursuant to this Agreement, (c) Customer may not assign this Agreement without the prior written consent of Supplier, and (d) this Agreement is binding on successor and assigns.