

## TERMS AND CONDITIONS OF SALES

### 1. SCOPE OF THE AGREEMENT

These terms and conditions (“Conditions”) apply to all quotations and offers of TechMed 3D Inc. (“Supplier”) and agreements concluded between the Supplier and its customer (“Buyer”) regarding the sale of any TechMed 3D Inc goods (“Products”) and/or services including but not limited to software, support, maintenance and installation (“Services”), and to all other legal relationships between the Supplier and the Buyer. No other conditions (whether contained in Buyer’s purchase order or otherwise) shall be binding on Supplier unless and to the extent they are expressly agreed to in writing between the Buyer and Supplier.

### 2. PRICES AND PAYMENT

The prices payable by Buyer for Products to be supplied by Supplier under this Agreement will be specified in the applicable quotation and invoice.

### 3. REFUNDS AND CANCELLATION POLICY

For pay-per-use and monthly-yearly subscriptions software licenses, the Buyer can unsubscribe at any time, but no refund will be issued once a payment has already been processed.

For software development projects, a cancellation fee will be charged to the Buyer in case of a cancellation of the project by the Buyer. The cancellation fee is a percentage of the total price of the accepted project. All materials delivered to the Buyer to date in connection with that specific project must be returned to the Supplier. The use of the work done in connection with the project without Supplier’s consent will result in additional fees or legal action.

### 4. TERMS OF DELIVERY

Unless otherwise agreed in writing, delivery of the goods shall take place at the address specified by the Buyer and will be shipped to Buyer via carriers selected by the Buyer based on EXW Incoterm (Incoterm 2010 or the most recent version thereof).

The delivery and transfer of Software components shall take place digitally by downloading from a web location designated by Supplier. To enable the downloading of the Software, a license code shall be provided by Supplier to the end-user via the Buyer. Shipping will be done upon full payment by the Buyer to the Supplier.

### 5. RISK

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the goods itself, risk will pass when the goods are entrusted to it or set aside for its collection, whichever happens first.

Products shall be deemed finally inspected and accepted within ten days after delivery of the respective Products respectively after providing of the respective Services unless notice of rejection is given to the Supplier within such period.

### 6. RETENTION OF TITLE

Title in the goods shall not pass to the Buyer until the Supplier has been paid in full for the goods.

Software licenses are not transferable.

### 7. RETURN OF UNUSED GOODS

The Supplier will not take back any goods, unless otherwise agreed, in which case the following terms apply. Any returns must be authorized by the Supplier before any credit will be given.

Where the Supplier agrees to accept the return of goods that are not damaged, the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Supplier will not be obliged to accept any goods that are damaged in any way. Credit of amounts due or paid will only be given for goods that are returned in saleable condition. A restocking fee of 20% of the price of the product will be charged for all returns.

### 8. INSTALLATION AND TRAINING

#### a. Installation

Installation and setup of the Products can be done by the Buyer. The installation of the Products can also be done by a Supplier’s employee at the Buyer’s facility or using a multimedia platform. Installation charges are not included in the price of the Products unless specifically indicated on the quotation or the invoice.

#### b. Training

In case of an on-site training, all accommodation and travel related costs incurred by Supplier during installation and training are at the Buyer’s expense. They will be paid for by the Buyer, directly or will be invoiced to the Buyer after installation and training have been completed.

### 9. MAINTENANCE PLAN

#### a. Maintenance plan inclusion

The Maintenance Plan/Warranty shall expire at the end of the twelve-month (12) period or at the end of the period renewed commencing on the date of shipment from the Supplier’s address (the "Maintenance/Warranty Period")

The following is included in the maintenance plan:

Software update; Supplier will release software upgrade and it will be the Buyer’s responsibility to install it. Supplier is not liable for any device malfunction due to the installation of a software on a computer that is not recommended by Supplier.

Hardware maintenance; The complete hardware kit must be returned to Supplier for repair and maintenance. The Buyer assumes any charges for shipping and handling.

Hotline; Service and support is available from 9am to 5 pm EST.

#### b. Maintenance Plan/Warranty Conditions

The Warranty shall apply to any defects found by the Buyer in the operation of the Product and reported to the Supplier within the Maintenance/Warranty Period. If the defect is acknowledged by the Supplier to be the result of the Supplier’s faulty material or workmanship, the Product will be repaired or replaced at no cost

to the Buyer. The supplier does not warrant that operation of the Software will be uninterrupted or error free or that all program errors will be corrected.

The warranty is not applicable to any defects in any component of a Product where, if in the reasonable opinion of Supplier, it has been improperly stored, installed, operated or maintained, or if the Buyer has permitted unauthorized modifications, additions, adjustments and/or repair to any part of the Product, or defects caused or repairs required as a result of causes external to Supplier's workmanship or the materials used by the Supplier. As used herein, "unauthorized" means "which has not been approved and permitted by the Supplier".

The Maintenance plan does not cover replacements or repairs resulting from negligence or non-compliant usage of the Product with the system's specifications. In these cases, repair costs will be invoiced to the customer. Warranty will be voided if the scanner is not disassembled by a certified technician authorized by Supplier.

If the System is under maintenance/warranty: The Buyer agrees to ship the product to Supplier and cover shipping charges. Supplier will return the repaired or replacement product. Supplier will incur the expense of the needed replacement parts and corresponding labor. Supplier shall cover all return shipping charges.

If the System is not under maintenance/warranty, the Buyer must assume the cost of the replacement parts, the cost of labor and all shipping charges. All charges shall be estimated and prepaid prior to the repair.

## 10. LIMITATION OF LIABILITY

### a. Disclaimer of liability

The Buyer acknowledges and assumes all risks inherent to the operation and use of the Products and the Buyer agrees to take all necessary precautions to protect all persons and all property against injuries or damages which may be caused by the Products and its use or operation. The Buyer acknowledges that Supplier shall not be liable towards the Buyer or anyone whomsoever for any liability, claim, loss, damage or injury (including lawyers' fees, lost profits, business interruption or any other special, direct, or indirect damages), caused by the use, maintenance, instructions, operation, possession, ownership, rental or defects of, or for the Product and any accessories, or related thereto, whether directly or indirectly. The Buyer shall defend, indemnify, and hold harmless Supplier from and against any liability arising from or resulting from this Agreement, directly or indirectly.

The Buyer shall be responsible for determining that the Product is suitable for the Buyer's use and that the Product and the use thereof complies with any applicable laws and regulations in the country or countries in which the Buyer intends to use the Products. Consequently, the Supplier does not accept liability for any cost and damages that are the result of non-compliance with any such local laws and regulations.

Without prejudice to the foregoing, Supplier's liability, if any, shall never exceed the amount received for the Products and/or Services that gave rise to the relevant liability.

### b. Design Changes

The Product is subject to changes in design, manufacture and programming between the date of order and the actual delivery date. Supplier reserves the right to implement such changes without the Buyer's consent, however, nothing contained herein

shall be construed as obligating Supplier to include such changes in the System provided to the Buyer.

## 11. INTELLECTUAL PROPERTY

The Buyer shall not reproduce or duplicate, disassemble, decompile, reverse engineer, sell, transfer or assign, in any manner the products provided by Supplier.

All documents and information transmitted by Supplier or its subcontractors to the Buyer before and/or during the execution of the contract/order shall remain the intellectual property of the author. All documents and information shall be considered as confidential.

The Buyer acknowledges that any and all intellectual property rights of a Party will continue to be owned by such Party. Nothing in this Agreement constitutes a transfer of or a license to use such intellectual property rights, except if otherwise agreed upon in this Agreement. Supplier warrants to Buyer that none of the products infringes any registered intellectual property right of any third party.

All trademarks used in or in relation to the Scanning Products are and remain the exclusive property of Supplier. The Buyer shall not at any time do anything to impair the rights of Supplier to its trademarks. The Buyer shall not acquire nor claim any right, title or interest in or to a registered trademark of Supplier. The Buyer is not allowed to remove, hide or to change any mark, lettering, numbering, coding, or any other designation applied or attached to the packing of the Product unless necessary in order to process any of the products as known to Supplier.

## 12. FORCE MAJEURE

Neither Party shall be liable or considered in default for breach or failure to perform any obligation under this Agreement because of a circumstance of force majeure. For the purpose of this Agreement force majeure is understood to be any event beyond the control of the parties and is unforeseen, or if foreseen, is unavoidable, and which prevents the completion of any of the obligations of the parties under this Agreement.

Any Party claiming a circumstance of force majeure shall promptly notify the other Party, describing in detail the event of force majeure and the interference, prevention or restriction on such Party's performance of its obligations under this Agreement and its expected duration.

## 13. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

## 14. GOVERNING LAW AND JURISDICTION

The Parties shall attempt in good faith to resolve any dispute arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement.

These Conditions are governed by and will be construed in accordance with the laws of the province of Quebec and the laws of Canada applicable therein. The Recipient party attorns to the exclusive venue and jurisdiction of the Courts of Quebec, and waives any arguments under the conflict of laws removing such exclusive venue, jurisdiction or governing law.