

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

Acceptance. These Standard Terms and Conditions and the Confirmation (taken together, the "Agreement") constitute the entire agreement between Sebacia, Inc. ("Sebacia") and the customer identified in the Confirmation ("Customer") for the purchase and sale of Products. In the case of any conflict or inconsistency between these Standard Terms and Conditions and the Confirmation, the provisions of these Standard Terms and Conditions shall control. This Agreement controls over any additional, conflicting or different terms in Customer's purchase order or other documentation. Customer's acceptance can be declared expressly, or can be implied on the basis of acts or omissions which can reasonably be construed as acceptance, such as, for example, submitting a purchase order referencing the Sales Quote, by signing or acknowledging the Confirmation, or by taking delivery of or paying for any Product). Notwithstanding the foregoing, if Customer and Sebacia have signed and delivered a separate written agreement (such as, for example, a channel partner or distribution agreement) that is currently effective and intended to cover the Products identified in the Confirmation ("Other Supply Agreement"), then the terms and conditions of the Other Supply Agreement shall control over any conflicting or inconsistent terms in these Standard Terms and Conditions. Sebacia may delegate certain of its rights and obligations hereunder to its Processor.

Definitions. "Confirmation" means the most current sales acknowledgment, confirmation or other similar writing issued by Sebacia or Processor that accepts Customer's order for Products (or the corresponding invoice, if no such writing exists); "Consumable" means the nanoparticle suspension supplied by Sebacia; "Device" means the massaging device or other device supplied by Sebacia; "Disposable" means the head covers or other disposable products supplied by Sebacia; "Processor" means the third party logistics provider that is authorized by Sebacia to manage orders, fulfillment, billing, payments and warranty claims; "Product" means any Consumable, Device or Disposable product that is specifically identified in the Confirmation; "Sales Quote" means the most current sales quotation, proposal or other similar writing provided by Sebacia or Processor that describes the Products and prices offered to Customer; "Specification" means the technical specification prepared by Sebacia (not including marketing collateral) regarding the Consumable or Device, as applicable; "Territory" means the country in which Customer is located and takes delivery of the Products; and "Warranty Period" means (i) for Consumables, the period from delivery until the expiration date printed on the package, (ii) for other Products, 3 months after delivery or (iii) in either case, if longer, the minimum warranty period required by applicable law.

Orders. Prices and lead times stated in any Sales Order expire after 30 days, unless expressly stated otherwise therein. In the absence of a Sales Quote, Sebacia's list prices and standard lead times shall apply. Orders must be in writing and submitted by mail, facsimile, electronic mail or other mutually agreed means. No order shall be binding upon Sebacia until it or Processor confirms acceptance (including without limitation, credit approval) by delivering a Confirmation. Customer may not cancel, reschedule or otherwise modify any order after Confirmation, without Sebacia's or Processor's prior written consent; *provided*, upon prompt written notice to Sebacia, Customer may cancel any portion of an order that is more than 30 days late.

Conditions. Products may not be used except for their labelled and intended purpose.

Delivery. Sebacia or Processor will use reasonable efforts to supply to Customer by full or partial shipment such quantity of Products as set forth in the Confirmation. Products will be packed in accordance with Sebacia's or Processor's standard practices and delivered DDP (Incoterms 2010) to Customer's address specified in the order. Upon delivery, title and all risk of loss and damage to Products shall pass to Customer. Delivery may be made in advance of scheduled delivery dates upon reasonable prior notice to Customer. Delivery dates are not guaranteed and Product supply is subject to availability and other obligations. In case of shortages, Sebacia or Processor may allocate Products among customers in its reasonable discretion. Sebacia or Processor will endeavor to notify Customer if its Product requirements will not likely be satisfied, as a result of shortage or delay. In no event shall Sebacia or Processor be liable for damages or penalties of any kind for delay in delivery or for failure to give notice of delay. Customer shall promptly inspect and submit notice of all shortages, transit damages or other irregularities to Processor within 10 days after delivery. Customer shall provide details and otherwise assist Processor in good faith (e.g., by providing photographs) in pursuing any claim against the carrier.

Payments. Prices and other amounts payable by Customer are described in the Confirmation. Unless agreed otherwise in

writing, all amounts shall be due and payable within 15 days after invoice in US dollars, British Pound Sterling or Euros (as specified in the Confirmation) to an account specified by Sebacia or Processor, in full without set-off, counterclaim or deduction. Past due amounts shall bear a late payment charge until paid at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. If any payment is past due, Sebacia shall have the right to take whatever action it deems appropriate (including without limitation, suspending performance until paid, requiring payment in advance, requiring Customer to establish an irrevocable standby letter of credit or refusing further orders). Customer agrees to reimburse Sebacia and Processor for all reasonable costs (including attorneys' fees) incurred in collecting payments.

Taxes. All prices and payments are exclusive of federal, state, local and foreign taxes (including sales, use and value added taxes), withholdings, duties, tariffs, levies and similar assessments on the sale, transport or use of any Product, and Customer agrees to be liable for and pay all such charges. If Customer claims exemption from any tax, then it shall furnish Sebacia or Processor with a valid tax exemption certificate issued by or acceptable to the applicable taxing jurisdiction or entity. All amounts due hereunder shall be grossed-up for any withholding taxes.

Product Warranty. Sebacia warrants to Customer that the Products are manufactured and marketed in accordance with the regulatory requirements that apply in the Territory. In addition, during the Warranty Period, Sebacia warrants that the Products will be free from defects in materials and workmanship and will substantially conform with the then current (at time of delivery) published Specification; *provided*, Sebacia makes no warranty regarding batteries (if any) delivered with any Device. Sebacia's sole obligation under this warranty, and Customer's exclusive remedy, is (a) to use reasonable efforts to repair or replace any Product that Sebacia or Processor determines, in its reasonable judgment, is defective or (ii) at its sole discretion, to accept return of such Product and credit the actual price paid to Customer's account.

Warranty Claims. Customer must obtain Processor's prior written authorization and comply with its reasonable instructions in connection with returning any Product under warranty. Requests for warranty service shall be initiated by written notice from Customer (including by facsimile or electronic mail), advising Processor of the nature of the problem. Processor shall assign Customer a return material authorization number ("RMA"). As directed and arranged by Processor, Customer shall deliver the nonconforming Product (with prominent indication of the RMA) to Processor. Any Product returned without an RMA shall not be afforded warranty service, and Customer shall be liable for all costs and expenses incurred in connection with the unauthorized return. Products repaired or replaced hereunder shall be covered by the warranty for the longer of 30 days after re-delivery to Customer or the remainder of the original warranty period. Products that are replaced become Sebacia's property.

Exclusions. No warranty applies to any Product that is (a) returned without Sebacia's or Processor's prior written authorization, (b) handled, transported, installed, operated, maintained, stored or used improperly, or in any manner not in accord with the applicable Specification, Sebacia's instructions or recommendations or industry standard practice (including without limitation, any off-label use or any use not intended or recommended by Sebacia), (c) repaired, altered or modified other than by Sebacia or Processor or (d) any defect, spoilage, shrinkage or other damage arising after delivery.

Disclaimers. EXCEPT AS EXPRESSLY SPECIFIED IN THESE STANDARD TERMS AND CONDITIONS, ALL PRODUCTS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. SEBACIA HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS AND PROCESSOR) ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT IT (NOT SEBACIA) IS RESPONSIBLE FOR THE SELECTION OF THE PRODUCTS AND ALL RESULTS OBTAINED FROM USE OF THE PRODUCTS, AND THAT CUSTOMER HAS RELIED SOLELY ON ITS OWN MEDICAL AND COMMERCIAL EXPERTISE, EXPERIENCE AND ANALYSES IN DECIDING TO PROCURE AND USE THE PRODUCTS.

No Incompatible Warranties. Customer shall be fully responsible, and shall reimburse Sebacia, for any and all liabilities arising out of any incompatible representation, warranty or offer concerning the Products made by or for Customer to any third party.

Customer Warranty. Customer represents and warrants that it is a physician or other medical professional having all necessary certifications and licenses (in good standing) as may be required by applicable regulatory authorities to perform dermatologic medical procedures (a "Qualified Practitioner"); *provided*, if Customer is a distributor or otherwise transfers Products to any third party, then Customer represents and warrants that it will provide Products only for use by Qualified Practitioners.

Recalls. Customer shall inform Sebacia in writing without undue delay if an official body orders measures against Customer (e.g., in the area of medical devices law) that concern Products supplied by Sebacia (e.g., official market monitoring such as Product withdrawal or recall), or if Customer intends to adopt such measures itself (e.g., notifying regulatory authorities or initiating a recall), and the same is true if Customer learns of measures of this nature by or against its buyers of the Products.

Traceability. Customer shall ensure the traceability of the Products, and shall establish and maintain a system which allows an immediate determination, based on records made and kept by Customer in relation to code number, amount, delivery date and reference or lot number, of the recipients of the Products in order to be able to carry out Product-related corrective measures in accordance with instructions from Sebacia or competent authorities.

No IP License. No license is granted and Sebacia (and its licensors) shall retain all rights, title and interests in and to all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights embodied in the Products.

Indemnification. Customer agrees to (a) defend Sebacia and Processor against any demand, suit, action or other claim by a third party that is related to any off-label use, any representation, warranty or other statement concerning any Product made by or for Customer (except as provided herein), Customer's violation of any applicable law or regulation or Customer's negligence, misconduct or breach of this Agreement and (b) indemnify Sebacia and/or Processor for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim.

Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEBACIA SHALL NOT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, OR COST OF PROCURING SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OR LOSS OF USE, BUSINESS, REVENUES, PROFITS OR GOODWILL OR (C) AGGREGATE DAMAGES, IN EXCESS OF AMOUNTS PAID TO IT HEREUNDER FOR THE PRODUCT GIVING RISE TO SUCH DAMAGES, EVEN IF SEBACIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. FOR AVOIDANCE OF DOUBT, SEBACIA SHALL HAVE NO OBLIGATION OR LIABILITY WITH REGARD TO ANY LASER OR OTHER EQUIPMENT OR SUPPLIES THAT MAY BE USED IN CONJUNCTION WITH THE PRODUCTS AND CUSTOMER HEREBY ASSUMES AND ACCEPTS ALL LIABILITY RELATED THERETO.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflicts of law provisions. In the event of any conflict between US and foreign laws, regulations and rules, US laws, regulations and rules shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. All disputes between the parties arising out of or in relation to or in connection with this Agreement, which the parties are unable to resolve between themselves, shall be settled by binding arbitration in accordance with the JAMS streamlined arbitration rules and procedures then in force, by one neutral arbitrator appointed in accordance with the rules. These rules are set forth at <https://www.jamsadr.com/rules-streamlined-arbitration/>.

The arbitration shall take place in Atlanta, GA, USA. The proceedings shall be in English, all evidence shall be in English and the governing law shall be as set forth herein. The arbitrator's decision shall be in writing and shall comply with all terms and conditions in this Agreement. The decision and award rendered shall be final and binding on both parties. The parties acknowledge and agree that this Agreement and any award rendered pursuant hereto shall be governed by the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Judgment on the award may be entered in any court of competent jurisdiction.

General. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. No modification, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement otherwise remains in full force and effect and enforceable. Any notice hereunder will be effective upon receipt and shall be given in writing and delivered to the other party at its address given in the Confirmation or at such other address designated by written notice. In no event shall Sebacia have any liability to Customer for any delay or nonperformance that results, in whole or in part, directly or indirectly, from any condition beyond Sebacia's or Processor's reasonable control (including without limitation, manufacturing yield failures or unavailability resulting from an inability to (a) obtain needed materials, equipment or supplies at commercially reasonable prices or (b) produce sufficient Products to meet the demands of all its customers).