



Standard Terms and Conditions of Sale

1) TERMS AND CONFLICTING FORMS: These terms supersede any contrary provisions presented in any written form by the Buyer of the product identified in Sable Systems quotation and may not be changed in any manner other than by a writing signed by an authorized officer of Sable Systems. To the extent that Sable Systems quotation or acknowledgment constitutes an acceptance by Sable Systems of an offer by the Buyer, the acceptance is expressly conditioned on Buyer's assent to Sable Systems Terms and Conditions which are additional or different to those presented by the Buyer. Any additional or different terms in a Buyer's Purchase Order or other forms are hereby determined to be material alterations and notice of objection to them and rejection of them is hereby given. In the absence of Buyer's written acceptance of Sable Systems Terms and Conditions, acceptance of delivery of any product covered by the purchase order shall constitute acceptance of these Terms & Conditions.

2) PRICES: Prices quoted are in Euro (€) unless otherwise stated on the quote. Fees for shipping, insurance and packing are itemized charges. All prices quoted are for direct sale to the end user organization. Any fees for the use of third-party purchasing, procurement organizations or brokers will be the responsibility of the end user.

3) TAXES AND FEES: Prices quoted do not include VAT or any other taxes, duties and fees at the destination unless specified on the face of this quotation. End user organizations need to possess a valid EU VAT-Id or valid national Id in case of non-EU purchases. Tax-exempt purchasers need to present documentation on their status. Non-exempt users are responsible for remitting national and local taxes, duties and fees to the appropriate authority.

4) PAYMENT: Payment terms are net 30 days (subject to credit approval). For purchase orders including installation, training or other service 80% of payment are due upon receipt of goods, the remaining 20% upon installation, training or service. If the installation, training or service is postponed by the customer beyond 45 days from reception of goods the 20% becomes due at the time the extension is requested.

Interest will be added at a rate of 1½ % per month on past due invoices. Continued credit is contingent on prompt payment in accordance with these terms.

Our preferred means of payment is by electronic transfer of funds. Please note that our expected SWIFT standard is "OUR - remitter pays all fees".

5) ORDERS: This offer is valid through the date specified on the face of this quotation.

Orders may be placed by mail, fax or e-mail and should reference our quotation. To ensure prompt processing of your order, **purchase orders should include** the following information:

- a) The name, telephone number and e-mail (or fax) for the person who should be contacted with questions about this order. The order confirmation will be sent to this person.
- b) Complete shipping address including a telephone number and e-mail address for the person to be notified of the shipment.
- c) Complete invoice address. A telephone number and e-mail address for the accounts payable contact for this order is expected.
- d) Your tax number (EU VAT-Id for EU customers). If the order is tax-exempt, provide details on your tax-exempt status.

All purchase orders issued by a customer or a customer's agent must be in the English or German language or accompanied by an English or German translation. Alternatively, if the Terms and Conditions on the Purchase Order are not in the English language, then the purchase order must be accompanied by a signed and dated statement in English agreeing to compliance with Sable Systems' Terms and Conditions as included in the quotation. This statement shall include the declaration that Sable Systems' Terms and Conditions take precedence over any general terms and conditions included in their standard Purchase Order.

6) CANCELLATION: The purchaser shall have five (5) business days from placing an order to withdraw or modify the order without penalty. Cancellations and modifications after the 5th day may result in restocking charges of up to 30% of order amount. These charges may be waived at Sable Systems discretion. Orders may not be cancelled once goods have shipped. If more than 120 days have elapsed after the confirmed shipping date and no product has been delivered, the purchaser may cancel the order without penalty.

7) SHIPPING: Sable Systems reserves the right to ship using the carrier of their choice. Sable Systems standard shipping method for delivery is Federal Express or UPS.

Shipping and logistic arrangements requested by the buyer may be honored provided that the request is made at time of order. Buyers may request that shipping charges be billed to their shipper's account provided that the request is made at time of order.

Shipping terms are as specified on the face of this document (defined by INCOTERM 2020). **For all shipping terms but DDP products will be shipped to and imported by the consignee directly and taxes, duties and fees at the destination are the importer's sole responsibility for payment before delivery.**

Lead times for delivery of goods begin on the date of the receipt of the Purchase Order but may be restated on the Order Confirmation based on supply chain constraints or sales demand. Alternative contract delivery terms may be requested on the Order Confirmation if Purchase Orders are received after the expiration date of the quote.

8) RETURNS: All returns require issuance of a Return Material Authorization from Sable Systems. The customer shall be responsible for returning goods prepaid with adequate insurance against loss and damage in transit. In the absence of defects in materials or workmanship, returns shall be at Sable System's sole discretion and may be subject to a restocking charge of 30%. Items which have been fabricated or modified to the Buyer's direct specifications may not be returned. Third-party items and consumables may not be returned.

9) INSTALLATIONS AND SERVICE VISITS: Installations and service visits require a 4 week notice of cancellation or rescheduling. This notice must be received by Sable Systems in writing (email acceptable). If the purchaser cancels with less than a 4 week notice, the purchaser will be responsible for all fees incurred by Sable Systems for cancellation of travel arrangements, hotel, Visa's and/or other expenses pertaining to the install/visit.

10) WARRANTY:

- a) **Promethion Line:** Products are warranted to be free from manufacturer defect for three (3) years from date of purchase. **Exclusions from warranty:** The three (3) year warranty excludes items which carry a warranty from the original manufacturer. Air filters, tubing, external tubing connectors and desiccants are considered consumable supplies and carry no warranty.
- b) **Classic Line / Field Line:** In addition to our customary *three-year* warranty from date of purchase, prices for the quoted equipment items include lifetime technical support by phone, fax or email. **Exclusions from warranty:** The three-year warranty excludes items which carry a warranty from the original manufacturer. Fuel cell

sensors e.g. in Oxygen Analyzers and Oxygen Regulators (18-month warranty) and pump assemblies (1-year warranty). Air filters, tubing, external tubing connectors and desiccants are considered consumable supplies and carry no warranty.

- c) **FLIC:** Products are warranted to be free from manufacturer defect for one (1) year from date of purchase. Exclusions from warranty: Software for the FLIC is provided on www.wikiflic.com and carries no warranty or support.
- d) **Apollo Line:** Products are warranted to be free from manufacturer defect for two (2) years from date of purchase. Exclusions from warranty: The two (2) year warranty excludes items which carry a warranty from the original manufacturer e.g. fuel cell sensors, portable tents (90-day warranty). Air filters, tubing, and external tubing connectors, are considered consumable supplies and carry no warranty

Prototypes and products currently in development are not covered by warranty.

For the purchase of refurbished equipment from any product line the warranty is 3 months unless specifically agreed on otherwise.

11) LIMITATION OF WARRANTY: Sable Systems makes no warranties of any kind other than what is expressly noted herein. In no event shall Seller be responsible for any damages suffered by the buyer arising out of buyer's own negligence or willful acts or failure to act in connection with the storage, handling or use of Sable Systems instruments by buyer or its transferee of risk of loss or damage thereto.

12) DISPOSAL: In accordance with the business to business provisions of the WEEE initiative, the purchasing business agrees that the electronic and electrical equipment purchased from Sable Systems will be returned to Sable Systems for recycling at the end of its service life. This return will be entirely at the expense of the purchaser. Should the purchaser elect not to return the equipment, the purchaser shall become responsible for the delivery of the equipment to an approved recycler and for all associated reporting requirements.

13) EXPORT ADMINISTRATION REGULATIONS & DECLINE OF TRANSACTIONS: End-products are manufactured in the USA and are exported from the United States in accordance with Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

Sable Systems reserves the right to decline any transaction which, in our opinion, would cause us either to violate German laws, laws of the European Union or laws of the United States with respect to export and import of goods or financial transactions.

14) INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION: All of the information belonging to, supplied by or supplied on behalf of Sable Systems is the confidential and/or proprietary property of Sable Systems and shall be treated as confidential and/or proprietary. Buyer shall not disclose or use any data, designs, drawings or specifications or other information belonging to, supplied by or supplied on behalf of Sable Systems without prior written consent of Sable Systems.

15) FORCE MAJEURE: Deliveries or services may be suspended or delayed without penalty to Sable Systems in case of an 'act of God', war, riots, fire explosion, flood, strike, lockout, injunction, inability to obtain machinery, equipment, fuel, power, raw material, labor, containers or transportation facilities, accident, pandemic, breakage of machinery or apparatus, governmental action, national defense requirements or other causes beyond the control of Sable Systems.

16) LIMITATION OF REMEDIES: Sable Systems shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with this agreement to sell goods to the buyer of goods, including but not limited to damages for lost profits, loss of use, lost data or any damages or sums paid by buyer to third parties, even if Sable Systems has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether the claim is based on principles of contract warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

17) LEGAL DISCLAIMER: Sable Systems products are intended for use in research applications, preclinical laboratory sciences or translational research and are not intended for use in life support, clinical, or diagnostic applications, to diagnose or treat any condition or for mission critical applications of any kind. Use of any of our products in such applications is not supported by Sable Systems. Use of any Sable Systems product is at the user's sole risk and discretion. With the exception of personal injury or property damage, in no event shall Sable Systems be liable for any damages of any kind, incidental or consequential, regardless of the legal theory applied, caused directly or indirectly by our products or their instructions or associated components and materials. Sable Systems is not responsible for damages resulting from user negligence or from misuse.

18) APPLICABLE LAW AND VENUE: All transactions are made in the name of Sable Systems Europe GmbH but for the account of Sable Systems International Inc., Las Vegas, Nevada, USA.

Any action brought against Sable Systems International Inc. shall be governed by and construed in accordance with the laws of the State of Nevada, excluding its conflict of law provisions. Place of jurisdiction will be Las Vegas.

Any action brought against Sable Systems Europe GmbH shall be governed by and construed in accordance with the German laws, excluding its conflict of law provisions. Place of jurisdiction will be Berlin.

19) ENTIRE AGREEMENT AND ASSIGNMENTS: The above Terms and Conditions constitute the entire agreement between Sable Systems and the Buyer with respect to the transactions described on the Quote or Acknowledgement and supersede any prior offers. These Terms and Conditions may not be modified in any manner other than by a written agreement executed by an authorized representative of Sable Systems. Sable Systems Terms and Conditions shall be binding on the respective parties and their successors and assigns, except that the Buyer may not assign or transfer any such rights without Sable Systems prior written consent.

CONFIDENTIALITY NOTICE

This document and any attachments or updates thereto are intended only for the use of individuals or groups within the agency to which it is addressed. It may contain information that is privileged, confidential or exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately, destroy electronically this communication and any attachments, and make or send no copies of this communication to any other person or entity.

CLEANING AND DISINFECTING EQUIPMENT

Given that research on best practices for disinfecting research equipment is still ongoing, the following disclaimer applies: Sable hereby disclaims any, and assumes no, responsibilities whatsoever for any damages caused to you or your affiliates, customers, vendees, agents, representatives, or any other individual or entity, or by any equipment or apparatus conveyed or licensed to you by Sable arising from, or related to, improper cleaning and/or sanitization of the equipment. Sable does not provide any recommendations or guidance as to cleaning or sterilization of the Equipment. You may consult the below sources in connection with evaluating potential Equipment cleaning and sterilization techniques and utilizing your own best judgment in connection therewith; however, the views and opinions expressed by those sources are those of the authors thereof alone, and Sable does not render any opinion in connection therewith:

(1) Miller MR, Crapo R, Hankinson J, et al.: General considerations for lung function testing. Eur Respir J 2005; 26:153–162, and

(2) Hull JH, Lloyd JK, Cooper BG: Lung function testing in the COVID-19 endemic. The Lancet Respiratory Medicine 2020; in press as of June 30th, 2020. "

Additional References include:

<https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

<https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/decontamination-reuse-respirators.html>

<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>