



Standard Terms and Conditions of Sale

The following are the Terms and Conditions of Sale applicable to purchase orders placed with Sable Systems International.

1) TERMS AND CONFLICTING FORMS

These terms of Sale of Sable Systems International, Inc. 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 in writing and signed by an authorized officer of Sable Systems. To the extent that Sable Systems quotation or acknowledgement 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) ENGLISH LANGUAGE

All orders issued by a customer or a customer's agent must be in the English language or accompanied by an English translation. The translation shall be legally binding. 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 International, Inc. (or Sable Systems Europe, GmbH) Terms and Conditions of Sale as included in the quotation. This statement shall include the declaration that Sable Systems International, Inc. Terms and Conditions take precedence over any general terms and conditions included in their standard Purchase Order.

3) PRICES

All prices quoted are in US dollars (USD), unless otherwise stated on the quote with freight prepaid & added. Fees for shipping, insurance and export packing are itemized charges. INCOTERM (as defined by INCOTERMS® 2010) are FCA Factory or DAP with destination as specified on the Order Confirmation. All prices quoted are for direct sale to the end user's organization. Any fees for the use of third-party purchasing or procurement organization will be the responsibility of the end user. Any bank transfers or card transaction fees must be paid by the Buyer. **Prices quoted are exclusive of any national, state or local sales, use value added or other taxes. Customs duties, or similar tariffs and fees are the responsibility of the buyer.**

Purchases for delivery in the U.S. states of Arkansas, Indiana, Nevada, Massachusetts, New Jersey, South Dakota and Texas will be charged the appropriate state sales tax unless documentation of exempt status is provided at time of order.

4) PAYMENT TERMS

Domestic: Purchase Orders will be accepted with terms of Net 30 days of invoice date (subject to credit approval). At the bequest of the customer, should delivery need to be postponed and the equipment has been built >50%, the order will be placed on hold and the customer will be responsible for 60% of the purchase price, due Net 30 days from invoice date. The 40% balance will be due, after shipment release by customer as per agreed upon terms. If *only* the installation, training or service is postponed by the customer beyond 45 days from reception of goods, the 40%, or *payment in full* becomes due at the time the payment is requested.

If any items in the Order are shipped and delivered separately, Sable Systems will diligently inform the buyer of the separate ship and expected delivery date. If any item(s) is/are projected to deliver later than 30 days from the date of the first delivery, Sable Systems will invoice for these items separately upon their delivery. *If preferred by the buyer*, the company will also accept full payment for any delayed company or third-party shipments invoiced in advance together with the entire purchase.

Interest will be added at a rate of 1 ½ % per month on past due invoices. Continued credit is contingent on prompt payment in accordance with these terms.

International: Payment terms are Payment in Advance, by ACH wire transfer. Organizations may apply for credit terms of Net 15 days from reception of goods (subject to credit approval). Buyer agrees to pay the entire net amount of each invoice rendered by Seller pursuant to the terms of each such invoice without offset or deduction.

5) PAYMENT METHOD

Domestic: Our preferred payment method is via ACH transfer. Bank details will be provided at time of order. Checks will be accepted from our institutional and government customers.

Visa/Master cards are accepted for purchases up to \$5,000.00 and will be billed two days prior to shipment. If the order is to be charged to a credit card or purchasing card, please provide this information at the time of shipment.

Use of purchasing or procurement cards for amounts over \$5,000.00 is restricted and requires a written request by the purchaser for pre-approval by the company at the time of order that includes an acceptance of a 4% surcharge itemized on the invoice for orders under \$25,000.00, or 3% for orders over \$25,000.00. This surcharge may increase to 4% on orders where any additional discounts from list pricing have been allowed.

International: Our preferred payment method is electronic transfer of funds, in US Dollars. Please note that our expected SWIFT standard is "OUR remitter pays all fees". Bank details will be provided at time of order. CAD and Letters of Credit may be considered as an option for amounts greater than \$150K

Note: Domestic / International:

Purchase orders may not be used for amounts under \$1000.00, exclusive of shipping charges. Credit Cards or purchasing cards are accepted.

6) ORDERS

This offer is valid through the date specified on the face of this quotation.

Select hard goods on orders that are not originally manufactured by Sable Systems International may have delivery lead times stated on a Quotation or an Order Confirmation that vary from products that are manufactured by Sable Systems International.

Orders may be placed by mail, or e-mail and should reference our quotation. Email address for orders is sales@sablesys.com. The offer is valid through the date specified on the face of the quotation. To ensure prompt processing of your order, **purchase orders should include** the following information:

- a) **Buyer Information:** 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 also be sent to this person.
- b) **Complete shipping address:** Which includes a name, telephone number, and email address for the person to be notified of the shipment.
- c) **International Orders:** The name, telephone number and e-mail address for your customs broker – Also include the name of a contact person at the broker if available. **If no broker is specified, provide the authorized carrier who will complete customs clearance on your behalf.**
- d) **Accounts Payable Information:** A name, email address, telephone number, and mailing address for the accounts payable contact for the order are required.
- e) **Your tax number (e.g. VAT, GST.)** Is required for customs clearance.
- f) **For US state tax exempt purchases:** Provide details on your tax-exempt status and any necessary declaration forms. If the forms must be sent separately, please notify us at the time of order.

7) SUBSTITUTIONS

From time to time some of our items are discontinued or not available. When this occurs, we reserve the right to substitute an item of equal or better quality. Sable also retains the right to make changes in design, construction, or specifications of the products it distributes and/or manufactures at any time without incurring any obligation in incorporating such changes in products previously sold.

8) CANCELLATION

After an Order Confirmation has been issued, cancellation or change penalties may apply. The purchaser shall have five (5) business days from receipt of Sable Systems Order Confirmation 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.

9) SHIPPING

Lead times: Lead times for delivery of goods begins 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.

Logistics: Sable Systems reserves the right to ship using the carrier of their choice.

- a) **Domestic:** Sables Systems standard shipping method for delivery in the United States is FedEx Ground service. UPS (United Parcel Service) shipping is available upon request. Customers may request shipping charges be billed to their "shipper's account", provided that the request is made at the time of order.
- b) **International:** Sable Systems standard shipping method for deliveries outside of the United States is Federal Express International Economy Service or a designated Freight Forwarder. UPS (United Parcel Service) shipping is available upon request for some countries.

Other shipping and logistics arrangements requested by Buyer may be honored if provided no less than 6 weeks prior to shipment.

10) 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 consumable supplies may not be returned.

11) INSTALLATIONS/SERVICE VISITS

Installations/Service Visits require a 4-week notice of cancellation or rescheduling. This notice must be received by Sable Systems in writing (e-mail 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.

12) WARRANTY

- a) **Promethion Line:** Products are warranted to be free from manufacturer defect for three (3) years from date of purchase. An extended warranty can be purchased for up to two (2) additional years upon expiration of the original warranty. Exclusions from warranty: The three (3) year warranty excludes items which carry a warranty from the original manufacturer e.g. thermal cabinets and telemetry. 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), infra-red sources 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. An extended warranty can be purchased for up to two (2) additional years upon expiration of the original warranty. 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.

13) LIMITATION OF WARRANTIES

Seller (Sable Systems International, Inc.) 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.

Cleaning and Disinfecting Equipment: Given that research on best practices for disinfecting research equipment is still ongoing, the following disclaimer applies: *Sable Systems International, Inc. ("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 (collectively, the "Equipment") 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 following 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:

For your convenience below we have summarized some of the tested recommendations made by the authors in the following publications, selected from among a cohort of publications as most applicable to the materials used in the Equipment.

(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>

14) END OF PRODUCT LIFETIME

The following conditions apply with respect to products at the end of service life:

- a. The purchaser agrees that it will attempt to reuse purchased products before returning them for reuse or recycling by the producer.
- b. The purchaser agrees that all products that would qualify for reuse or repair by the producer shall be returned at the purchaser’s expense to the closest applicable Sable Systems Repair/Return Center.
- c. If the product is decided by both Sable Systems and the end user to be obsolete or damaged beyond repair, then it must be returned to a Sable Systems Repair/Return Center for recycling at the expense of the purchaser unless applicable law of the region disallows such a return.

15) EXPORT ADMINISTRATION REGULATIONS

Sable Systems reserves the right to decline any transaction which, in our opinion, would cause us to violate United States laws with respect to export of goods or financial transactions. These commodities, technology or software are offered for export from the United States in accordance with Export Administration Regulations. Diversion contrary to U.S. law prohibited.

16) STATEMENT OF ULTIMATE DESTINATION DOCUMENT

International customers, including international distributors, are required to complete a Statement of Ultimate Destination in compliance with US export laws before an order can be accepted.

17) INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION

All 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 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.

18) FORCE MAJEURE

Deliveries or services may be suspended or delayed without penalty to Sable Systems International 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.

18) APPLICABLE LAW

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

19) ENTIRE AGREEMENT AND ASSIGNMENTS

Sable Systems International’s Terms and Conditions constitute the entire agreement between Sable Systems International 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 International. Sable Systems International’s 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 International's prior written consent.

20) LEGAL DISCLAIMER.

Sable Systems instruments are intended for use in preclinical laboratory sciences or translational research and are not intended for use in life support, clinical, or diagnostic applications or to diagnose or treat any condition. 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.

21) LIMITATION OF REMEDIES

Seller 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 the seller 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. **And, please apply disclaimers in Section 13: Limitations of Warranty as also relevant to Limitation of Remedies.**

We reserve the right to supplement and amend the Terms and Conditions from time to time. it is your responsibility as a customer to review the Terms and Conditions

CONFIDENTIALITY NOTICE

The Sable Systems International, Inc. quotes 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.