

TISSIUM®

BIOMORPHIC

PROGRAMMABLE POLYMERS

General Terms & Conditions

1. Entire Agreement. By purchasing TISSIUM's line of Product ("Product") directly from TISSIUM, Inc., and/or its subsidiaries and/or affiliates, as may be applicable (collectively, "TISSIUM"), the purchaser ("Customer") agrees to be bound by and accept the terms and conditions contained herein (this "Agreement"). If Customer has signed a written agreement with TISSIUM regarding the purchase of Products, such written agreement shall govern. In the absence of such an agreement or in the event such agreement is silent as to a specific term or condition, the terms and conditions contained in this Agreement shall apply to all Customer purchases. These terms may not be amended, altered or supplemented without a written agreement between the Customer and TISSIUM. Customer acknowledges and agrees that TISSIUM reserves the right to amend these terms and conditions at any time and in its sole discretion.

2. Payment. Payments are due Net thirty (30) days from the date of invoice. Payment disputes must be raised by Customer before the payment due date. In the event of an undisputed late payment, TISSIUM reserves the right to: (i) suspend performance under this Agreement; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law on such unpaid amounts; and (iii) offset such unpaid amounts against any amounts TISSIUM owes Customer.

3. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer acknowledges and agrees it shall be responsible for the payment of any such Taxes to TISSIUM unless it otherwise timely provides TISSIUM with a valid exemption certificate or direct pay permit. In the event TISSIUM is assessed Taxes, interest and/or penalty by any taxing authority, Customer agrees to reimburse TISSIUM for any such Taxes, including any interest or penalty assessed thereon.

4. Discount and Rebate Reporting. All discounts provided are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer acknowledges that it is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from TISSIUM any information beyond the invoice needed to fulfill Customer's cost reporting obligations.

5. Best Price. Regardless of any other term or condition, if any benefit, discount, or rebate (i.e. total discounts) provided under this Agreement that would: 1) result in a Product "Best Price," as the term is used in 42 U.S.C. §1396r-8(c)(1)(C); 2) increase TISSIUM's statutorily mandated rebates; or 3) otherwise trigger an obligation by TISSIUM to offer a similar price to any other party, then TISSIUM shall have the right to modify such benefit, discount, or rebate on a prospective and/or retrospective basis to the extent necessary; Customer shall forward any necessary refunds to TISSIUM within ninety (90) days of receipt of notice thereof.

6. Product Changes. TISSIUM reserves the right, without incurring any liability, to: (i) alter the specifications for any Product in a manner that does not materially affect the performance or price thereof; (ii) discontinue the manufacture or purchase of any Product; or (iii) commence the manufacture and/or sale of new products.

7. Clinically Appropriate. Nothing in this Agreement shall be construed as requiring or encouraging the use of Products where they are not clinically appropriate or in the best interest of the patient. Customer and its clinical personnel will exercise their independent medical judgment in determining whether Products are appropriate.

8. Delivery; Transportation; Title; and Risk of Loss. Shipping terms are DPU Destination. Title and risk of loss to Product passes to Customer upon delivery to Customer's designated delivery location.

9. Acceptance; Returns. Customer shall notify TISSIUM in writing within a reasonable time taking into consideration the nature of the Product, but under no circumstances more than three (3) business days from delivery, of any short delivery or defects reasonably discoverable on careful examination. In absence of such notice, Customer is deemed to have accepted the Product. TISSIUM's sole obligation at its discretion shall be either to replace or refund the purchase price of any undelivered or defective Product. Customer has no right of return for Products that are expired, undersold, overstocked, or damaged by a party other than TISSIUM.

10. Product Recall. In the event of a recall, whether voluntary or mandated, TISSIUM reserves the exclusive right to determine the need for and manage the recall process. Upon initiating a recall, TISSIUM will notify the Customer with instructions, and the Customer agrees to comply fully, including ceasing distribution or use of affected Products and returning them as directed. TISSIUM will bear the direct costs of the recall, such as transportation and disposal of recalled Products, while the Customer will cover incidental compliance costs unless otherwise agreed. The Customer agrees to assist with recall actions by providing inventory records and preventing further distribution or use of the affected Products. TISSIUM shall indemnify the Customer against third-party claims resulting directly from the recall, to the extent caused by TISSIUM's negligence or regulatory non-compliance. Nothing in this clause shall constitute an admission of liability by TISSIUM, who retains all legal rights and defenses.

11. Compliance with Laws. The Parties agree to comply with all applicable Federal, State, and local laws and regulations including the federal False Claim Act, applicable state false claims acts, federal Anti-Kickback Statute and corresponding safe harbor regulations, and applicable state anti-kickback laws.

12. Health, Safety, and Waste. Customer shall ensure that: (i) the Products are used only as intended; (ii) the Products are handled in a safe manner; and (iii) any waste originating from the Products is disposed of in accordance with any relevant regulations.

13. Warranties. TISSIUM warrants that its Products meet applicable specifications at the time of shipment, and are manufactured, sold, and shipped materially in accordance with applicable law.

TISSIUM warrants that its Products will be free from defects in material and workmanship under normal use and service for a period of two (2) years from the date of delivery to the Customer. If the Products fail to conform to this warranty during the warranty period, TISSIUM's sole obligation and the Customer's exclusive remedy shall be, at TISSIUM's discretion, to repair or replace the defective Products or provide a refund for the purchase price. This warranty does not cover defects or failures resulting from improper installation, handling, or use not in accordance with TISSIUM's instructions, unauthorized modifications or repairs, or damage caused by accident, neglect, misuse, or external factors such as power surges or environmental conditions. This warranty applies only to the original purchaser and is not transferable. To make a warranty claim, the Customer must notify TISSIUM in writing during the warranty period, providing a description of the defect and proof of purchase, and TISSIUM may require the return of the defective Product for inspection.

ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR PURPOSE (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY DISCLAIMED.

Customer represents and warrants that it is acquiring Products from TISSIUM pursuant to the Agreement for its own use and not for resale.

14. Limit of Liability. TISSIUM'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT,

PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, SHALL NOT EXCEED THE ANNUAL CONTRACT PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO TISSIUM'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

15. Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

16. Notices. Any notice required under this Agreement will be sent by a nationally recognized overnight courier to TISSIUM, Inc., 245 Main St, 2nd Floor Cambridge, MA 02142, USA, Attention to: Legal Counsel. Notices will be deemed given on the date delivered to the recipient if sent by overnight courier.

17. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business, or technical information as confidential. Customer will treat such information as confidential information whether or not marked as confidential. Neither Party shall use nor disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to TISSIUM) or as is required by the U.S. Federal government in its capacity as a customer. The receiving Party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving Party in breach of this Agreement, (ii) was in the possession of the receiving Party prior to its disclosure or transfer and the receiving Party can so prove, (iii) is independently developed by the receiving Party and the receiving Party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

18. Force Majeure. Neither Party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

19. Governing Law; Jury Trial Waiver. The Agreement shall be governed by the laws of the Commonwealth of Massachusetts. UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

20. Indemnity. Customer and TISSIUM ("Indemnitor") agree, to defend, indemnify, and hold harmless the other Party ("Indemnitee") from third-party claims for damages, if and to the extent such damages are proximately caused by the Indemnitor and is determined by a court of competent jurisdiction to be the Indemnitor's legal liability, and provided that the Indemnitee takes commercially reasonable steps to mitigate any third-party damages. The indemnification obligations set forth in this Section are conditional upon the Indemnitee providing the Indemnitor prompt written notice of any claim, allowing the Indemnitor to control the defense and disposition of such claim, and cooperating with the Indemnitor in the defense.

21. Waiver; Survival; Severability. Any failure to enforce any provision of the Agreement is not a waiver of that provision or of either Party's right to later enforce each and every provision. The terms of the Agreement that by their nature are intended to survive its expiration will continue in full force and effect after its expiration. The provisions of the Agreement are severable from each other.

22. Termination. In the event these terms govern an agreement between the parties TISSIUM may terminate this Agreement without cause on thirty (30) days written notice to the other Party and Customer may terminate this Agreement without cause on ninety (90) days written notice to the other Party. Termination shall not affect any orders accepted by TISSIUM prior to termination.

23. Adverse Event Reporting. Customer shall adhere to all requirements of applicable law and regulations that relate to the reporting and investigation of any adverse event. The Customer shall promptly, but no later than three (3) working days from first contact, inform TISSIUM Customer Service of: a. any complaint, including any quality and safety issues (including but not limited to adverse events, exposure during pregnancy, off-label use, overdose, misuse, abuse and medication errors); b. lack of efficacy or performance related complaints; c. after sales enquiry concerning the Products; d. all correspondence with Regulatory Authorities regarding safety issues; e. and any other issue which could be relevant to TISSIUM medical devices vigilance obligations in relation to the Products.

Contact TISSIUM: Telephone (US and Canada): +1 (888) 847-7486

Reporting Adverse Events: customercare@tissium.com