



**Siwa Biotech Corp.
Terms and Conditions**

These Terms and Conditions are incorporated into and form a part of the Order Confirmation issued by Siwa Biotech Corp. (“Siwa”) for the sale to Customer of the Product identified in the Order Confirmation. Terms not defined in these Terms and Conditions shall have the meanings set forth in the Order Confirmation.

1. Exclusive Terms

These Terms and Conditions and the Order Confirmation are the exclusive and entire terms and conditions by which Siwa agrees to sell the Product to Customer. Customer shall be deemed to have accepted these Terms and Conditions for the purchase of the Product if Customer does not object in writing to any provision of these Terms and Conditions within seven calendar days after the Ship Date identified in the Order Confirmation. Upon acceptance, these Terms and Conditions and the Order Confirmation shall, with respect to the sale and purchase of the Product: (i) constitute a binding contract between Siwa and Customer; (ii) contain the complete and final agreement between Siwa and Customer; and (iii) supersede and replace any and all prior purchase orders, discussions, communications, and agreements between Siwa and Customer. Without limiting the foregoing, no additional or different term which varies any term of these Terms and Conditions and the Order Confirmation (whether printed or otherwise in Customer’s purchase order, acceptance, or any other communication) shall become a part of these Terms and Conditions or the Order Confirmation or be binding on Siwa unless specifically agreed to in writing by Siwa. Siwa objects to and rejects all such additional or different terms.

2. Limited Express Warranty; Use of Product

(a) Customer acknowledges that Siwa makes no express or implied warranty except that (i) any and all product clearances required by the U.S. Food and Drug Administration relative to the Product have been obtained and the Product has been cleared for sale and clinical use and (ii) the Product when used strictly in accordance with the procedures and specifications set forth in the Instructions for Use that accompany the Product (the “IFU”), are fit for the purpose and use set forth in the IFU. Customer shall give prompt notice in writing to Siwa of any breach of the warranty in this Section 2(a), such notice to be given no later than seven calendar days following the discovery of the breach. Except for the limited warranty in the preceding sentence, SIWA MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Customer agrees to use the Product strictly in accordance with the IFU and in full compliance with all applicable laws and regulations, and Customer accepts any and all responsibility and liability for any other use of the Product. Customer agrees to defend, indemnify, and hold Siwa harmless from any and all damages and claims for damages arising from use of the Product not fully in accordance with the use described in the IFU or in violation of any applicable law or regulation or for any other breach of Customer’s obligations under these Terms and Conditions or the Order Confirmation or for any negligence or other wrongful conduct in the use, handling, storage, disposal, or other action with respect to the Product.

3. Inspection, Acceptance, and Returns

Customer is responsible for inspecting the Product upon receipt and giving notification to Siwa of any damage, defect, or discrepancy relating to the Product. Such notice shall be given within three business days of arrival of the Product at the Ship To address identified on the Order Confirmation. The failure of Customer to give timely notice to Siwa of damage, defect, or discrepancy will be deemed an acceptance and waiver of any damage, defect, or discrepancy in the Product.

4. Exclusive Remedy

(a) Subject to compliance with the notice requirements of Sections 2(a) and 3, if the Product or any portion thereof breaches the warranty in Section 2(a) or is otherwise damaged, defective, or discrepant (any Product in breach of the warranty or otherwise damaged, defective, or discrepant shall be referred to as a "Defective Product"), Customer's exclusive remedy and Siwa's liability shall be limited to Siwa replacing the Defective Product with product which conforms to the warranty so breached or which corrects any damage, defect, or discrepancy. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, SIWA SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, FOR PUNITIVE DAMAGES OR PENALTIES, OR FOR LOSS OF PROFITS OR REVENUE.

(b) With respect to any Defective Product, Customer shall request a Return Authorization Number and, as directed by Siwa, either (i) return the Defective Product to Siwa at Siwa's expense in accordance with instructions provided by Siwa or (ii) discard the Defective Product as medical waste. Siwa will promptly replace any Defective Product upon Customer's receipt of a Return Authorization Number. The return or discard of the Defective Product will occur within seven calendar days after Siwa provides appropriate directions.

5. Price and Payment

(a) The Amount for the Product set forth on the Order Confirmation is exclusive of shipping and handling costs and applicable taxes or fees levied by any government authority on the Product or the sale or use thereof, all of which shall be borne by Customer. Customer agrees to indemnify, defend, and hold Siwa harmless from and against any such costs, taxes, or fees which may be imposed upon or asserted against Siwa.

(b) Customer shall pay in full the Amount for the Product set forth on the Order Confirmation and all shipping and handling costs and taxes and fees within thirty calendar days of the date of arrival of the Product at the Ship To address identified on the Order Confirmation. Interest on the unpaid amount shall accrue from the date upon which such amount is due and payable until payment in full has been made at the rate of 18% per annum. Customer shall be deemed to accept the amount specified in the invoice unless Customer notifies Siwa, within seven calendar days of the invoice, that Customer does not accept such amount.

(c) Customer shall not under any circumstances be entitled to withhold payment or to set-off any amount due under any invoice against any amount owed or alleged to be owed by Siwa to Customer.

6. Delivery; Title and Risk of Loss; Force Majeure

(a) The Ship Date specified on the Order Confirmation is approximate only and Siwa shall not be liable for any delay in delivery of the Product however caused.

(b) Where the Product is to be delivered in instalments, each delivery shall constitute a separate contract and failure by Siwa to deliver any one or more of the instalments in accordance with these Terms and Conditions and the Order Confirmation or any claims by Customer in respect of any one or more instalments shall not entitle Customer to treat these Terms and Conditions or the Order Confirmation as a whole to be repudiated.

(c) Title and risk of loss to the Product shall pass from Siwa to Customer at the time the Product is delivered by Siwa into the hands of the carrier for shipment to the Ship To address identified on the Order Confirmation. Siwa will (i) make the shipping arrangements, prepay all shipping and handling costs, and invoice Customer for such costs, (ii) promptly replace all Product lost or damaged in shipment, and (iii) be responsible for all disputes with the shipper and all insurance claims related to the shipment.

(d) Siwa will not be responsible or liable for delays in delivery of the Product or otherwise under these Terms and Conditions or the Order Confirmation arising from causes beyond its reasonable control including, without limitation, acts of God or government, public disturbances, labor difficulties, the unavailability of raw materials, weather, the failure of a delivery service to timely deliver documents or packages, or transportation problems.

7. Intellectual Property

Nothing in the sale or use of the Product or otherwise in these Terms and Conditions or the Order Confirmation shall be deemed to convey or transfer to Customer any right, title, or interest in or to any patent, copyright, trade secret, or other intellectual property relating to the Product or in which Siwa has an interest.

8. Compliance

Siwa reserves the right to make any changes in the specification of the Product or the IFU which are required to conform to any applicable regulations, directives, and standards issued by all applicable regulatory bodies or which do not materially affect the quality or performance of the Product.

9. Miscellaneous

(a) Any notice required or permitted to be given by Siwa or Customer to the other under these Terms and Conditions shall be in writing addressed to the other at the addresses set forth on the Order Confirmation.

(b) No waiver by Siwa or Customer of any breach of these Terms and Conditions or the Order Confirmation by the other shall be considered as a waiver of the subsequent breach of the same or any other provision.

(c) If any provision of these Terms and Conditions or the Order Confirmation is held by any competent authority to not be valid or enforceable in whole or in part, the validity of the other provisions shall not be affected thereby.

(d) These Terms and Conditions and the Order Confirmation shall be construed and given effect according to Oklahoma Law. In the event of any dispute under these Terms and Conditions and the Order Confirmation, the Customer hereby agrees to the non-exclusive jurisdiction of the Courts located in the State of Oklahoma.