

TRYTEN TECHNOLOGIES INC.
TERMS AND CONDITIONS OF USE

1. ACCEPTANCE OF TERMS AND CONDITIONS

The purchase and operation of all products (each, a “**Product**” and, collectively, the “**Products**”) manufactured and marketed by Tryten Technologies Inc. (“**Tryten**”), including the line of products classified by Tryten as healthcare technology products (the “**Laboratory Grade Equipment**”), is subject to these terms and conditions of use, as same may be amended, supplemented or restated from time to time (the “**Terms of Use**”). By purchasing or operating a Product, you (referred to in these Terms of Use as “**you**” or the “**End-User**”) will be deemed to have reviewed and accepted these Terms of Use and agreed with Tryten to be bound hereunder.

If you do not agree to these Terms of Use, you must notify Tryten immediately and return the Product to Tryten unopened, unused and unaltered, at your expense, within five (5) days of the date the Product was delivered to you. If you have used or assembled the Product or fail to return it to Tryten within five (5) days’ of delivery, or if you communicate your acceptance of these Terms of Use to Tryten, whether verbally, in writing, electronically or otherwise, you will be deemed to have accepted these Terms of Use.

2. PERMITTED USE AND MAINTENANCE

The End-User acknowledges and agrees that it is solely responsible for ensuring that the Product is assembled, stored, maintained, operated and transported in accordance with the instructions, directions and operating manuals made available by Tryten for such equipment. If the End-User disclosed its intended use for the Product to Tryten in its purchase order and Tryten approved such use, the End-User agrees to only use the Product as disclosed, or for such other purposes as Tryten may approve from time to time. The End-User acknowledges that any breach of this section 2 will void the product warranty supplied by Tryten with the Product (the “**Warranty**”).

The Products may contain moving parts, joints, handles, surfaces and electronic components that will wear and deteriorate over time with normal use. These parts may require servicing and replacement throughout the life of the equipment. It is the responsibility of the End-User to inspect its Product from time to time to ensure the proper function of all parts and components, and to replace worn or deteriorated parts as required. The End-User acknowledges and agrees that Tryten cannot be held liable for any injuries, losses or damages that arise in connection with the End-User’s failure to service or maintain its Product as required.

3. ATMOSPHERIC CONDITIONS

Tryten has manufactured and tested its Products (excluding the Third Party Equipment), to operate effectively in temperatures ranging from 24 degrees Fahrenheit (-4 Celsius) to 100 degrees Fahrenheit (38 degrees Celsius), and in environments with up to 60% relative humidity. Unless expressly indicated, no Product or Laboratory Grade Equipment containing electronic components can be safely used in contact with liquids,

corrosive elements, high winds or extreme temperatures. Storing or operating the Product in an environment beyond the foregoing atmospheric conditions may cause the equipment to malfunction and will void the Warranty.

4. DISCLAIMER, ACKNOWLEDGMENT OF RISK AND INDEMNITY

THE END-USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IMPROPER ASSEMBLY, OPERATION, MAINTENANCE OR REPAIR OF THE PRODUCTS IS EXTREMELY DANGEROUS AND MAY CAUSE SEVERE PERSONAL INJURY, DEATH OR DAMAGE TO THE PRODUCT, LABORATORY GRADE EQUIPMENT OR OTHER PROPERTY. IN ORDER TO AVOID UNDUE RISK, THE END-USER SHALL ONLY PERMIT PERSONS TO OPERATE, MAINTAIN AND REPAIR THE PRODUCTS IN ACCORDANCE WITH THE INSTRUCTIONS, DIRECTIONS AND OPERATORS' MANUELS SUPPLIED BY TRYTEN OR TRYTEN'S REPRESENTATIVES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE PRODUCTS AND ANY SERVICES PROVIDED BY TRYTEN IN CONNECTION WITH THE PRODUCTS OR THESE TERMS OF USE IS AT THE END-USER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE END-USER.

5. The End-User agrees to indemnify and save harmless Tryten, and each of its affiliates and their respective partners, directors, officers, employees, representatives, agents and contractors, and any person for whom any of the foregoing is responsible at law (each, an "**Indemnified Party**"), from and against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including legal fees on a solicitor and own client full indemnity basis) suffered or incurred by an Indemnified Party in connection with any civil, criminal or administrative action or proceeding to which any Indemnified Party is made a party by reason of or arising in connection with, directly or indirectly, any breach of these Terms of Use or any improper operation, assembly, storage, maintenance or repair of the Products which, for greater certainty, will include any operation, assembly, storage, maintenance or repair of the Products that is inconsistent with the instructions, directions and operator's manual provided by Tryten for such equipment) by the End-User, or any of its directors, officers, employees, agents or contractors, or any person for whom any of the foregoing is responsible at law.

6. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER TRYTEN NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ANY PERSON FOR WHOM ANY OF THE FOREGOING ARE RESPONSIBLE AT LAW, SHALL BE LIABLE TO THE END-USER, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ANY PERSON FOR WHOM ANY OF THE FOREGOING ARE RESPONSIBLE AT LAW, OR ANY OTHER OPERATOR OF THE PRODUCTS OR ANY OTHER PERSON, FOR PERSONAL INJURY, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR OTHER COSTS, CHARGES, PENALTIES OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM OPERATION, STORAGE OR TRANSPORTATION OF THE PRODUCT (INCLUDING LABORATORY GRADE EQUIPMENT), BREACH OF CONTRACT (INCLUDING BREACH OF ANY TERM OF THIS AGREEMENT BY THE END-USER), WARRANTY, TORT, STRICT LIABILITY, OR

OTHER LEGAL OR EQUITABLE PRINCIPLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

Notwithstanding any provision contained in these Terms of Use or otherwise, Tryten will not be liable with respect to the Products under or in connection with any contract, claim for negligence, strict liability or other legal or equitable principles for (i) any amount in excess of the purchase price paid for the subject Products, or (ii) loss of actual or anticipated profits (including loss of profits on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, business interruption or any other commercial damages or losses, and the cost of the installation or removal of any products, the installation or replacement of replacement products, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of products arising from a defect in any product. For greater certainty, Tryten will not be responsible for any labour or other costs, expenses or disbursements incurred by the End-User, or by any employee, agent, representative or other person engaged to act on the End-User's behalf, arising from or in connection with the assembly, operation, maintenance, repair, replacement, or storage of the Products. The foregoing limitations apply even if Tryten cannot or does not repair or replace any defective Product or Laboratory Grade Equipment and the End-User's exclusive remedy fails of its essential purpose.

7. GENERAL

7.1 FORCE MAJEURE

Any delay or failure by Tryten to perform its obligations under these Terms of Use will be excused if, and to the extent, that the delay or failures caused by an event or occurrence beyond the reasonable control of Tryten and without its fault or negligence, such as, by way of example and not by way of limitation, acts of terrorism, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labour, equipment or transportation, or court injunction or order.

7.2 ASSIGNMENT

The End-User is not entitled to transfer or assign its rights under these Terms of Use to any other person. Tryten may assign any of its rights or obligations under these Terms of Use to any person it designates without notice to and without the consent of the End-User.

7.3 SEVERABILITY

In the event any provision contained in these Terms of Use is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Terms of Use, and the parties will substitute for the invalid provision, the provision that most closely approximates the intent and economic effect of the invalid provision.

7.4 CHOICE OF LAW

These Terms of Use and the performance of the covenants contained herein shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any provision regarding conflict of laws. The courts located in the City of Vancouver, in the Province of British Columbia, shall have exclusive jurisdiction to hear any disputes arising under these Terms of Use.

7.5 **ENTIRE AGREEMENT**

The terms and conditions contained in these Terms of Use supersede all prior or contemporaneous agreements, representations, warranties and understandings relating to the subject matter contained herein. Notwithstanding the foregoing, the purchase of any Product from Tryten is also subject to the terms and conditions contained in Tryten's Purchase Order Acknowledgment and Terms of Sale, a copy of which can be found here: <<https://www.tryten.com/terms-and-conditions>>, and the terms and conditions of the product warranty provided by Tryten with the Product, if any. No amendment to or modification of these Terms of Use will be binding unless in writing and signed by Tryten or a duly authorized representative of Tryten. Any translation of these Terms of Use is done for local requirements and in the event of a dispute between the English and the non-English version of these Terms of Use, the English version will govern to the extent not prohibited by applicable law.