



TERMS AND CONDITIONS OF SALE (“SALE AGREEMENT”)

Issuance of a purchase order for the LiquidGoldConcept Lactation Simulation Model (“LSM”) as referenced in the sales quote provided by LiquidGoldConcept, Inc. (“LGC”) to you (“Buyer”) constitutes Buyer’s agreement to the following terms as conditions of sale of the LSM specified on the LSM quote.

Unless otherwise agreed in writing signed by an authorized representative of LGC, all purchase orders for LSM shall be non-cancelable and non-returnable.

By submitting a purchase order to LGC, Buyer, the purchaser of the LSM, and, if applicable, any end user (“End User”) on whose behalf Buyer is making this purchase for (Buyer and the End User are hereafter collectively referred to as “Customer”; Customer and LGC are hereafter together referred to as “Parties”) agree to be bound by and accept the terms and conditions provided below. If Buyer and/or the End User, as the case may be, disagree with these terms and conditions, do not submit a purchase order to LGC.

Payment; Purchase Price and Associated Charges. Buyer shall pay the total purchase price plus cost of shipping as specified on each LSM quote and associated invoice.

Customer is responsible for all shipping fees and taxes related to this purchase and to the import of the LSM, if applicable, to include but not limited to all sales taxes, value-added taxes, import taxes/customs/duties and any other similar taxes imposed by any governmental entity. LGC shall commence work and/or fill any order(s) for LSM upon (1) LGC’s receipt from Customer of a purchase order (or purchase orders), (2) LGC’s written acknowledgement of receipt of such purchase order(s), and (3) LGC’s receipt of any and all payments due upon submission of any purchase order(s). With the exception of any payment due upon submission of any purchase order for LSM, full payment of each invoice is due within thirty (30) days after receipt of the invoice.

Buyer agrees to pay interest in the amount of 1.5% per month for any amounts due and owing under this Agreement that have not been paid within thirty (30) days after the due date. Customer agrees that any amounts thirty (30) days past due shall be considered a material breach of this Agreement. LGC shall provide Customer with written notice of such breach and a period of ten (10) days to cure the breach. If Customer does not cure such breach within the ten (10) day period, LGC shall be entitled to recover from Customer any actual costs, including reasonable attorney’s fees, LGC incurs to remedy any breach of this obligation to pay. Additionally, at its option, LGC shall have the right to suspend any deliveries of LSM until the breach of the obligation to pay has been cured.

Lead Time. For each LSM purchase order, LGC will provide Buyer with an estimated delivery date based upon the LSM quantities being ordered.

Title; Risk of Loss. Title to the LSM passes to Customer when the LSM is paid for in full. However, LGC bears all responsibility for loss of or damage to the LSM during initial shipment after purchase and until LSM is delivered to Customer, unless Customer selects its own mode of shipping. In repair cases that fall under the limited warranty, risk of loss is borne by LGC for return of the LSM and upon return to Customer, following repair.

Limited Warranties. LGC warrants the LSM against defects in materials and workmanship





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under normal use (the “Warranty”) for a period of twenty-four months (24) from the ship date of the LSM on the condition that the LSM has been completely paid for. Unless as otherwise mandated by local law, the Warranty Period does not restart if Customer receives a replacement device. Thereafter, LGC will repair any defects in workmanship or materials at its then current labor, travel, and materials costs, unless Customer has the extended LSM warranty in effect.

This Warranty does not apply: (a) to damage caused to the LSM by accident, abuse, misuse, flood, fire, earthquake or other external causes; (b) to damage caused by operating the LSM outside the permitted or intended uses described by LGC; (c) to damage caused to the LSM by service (including upgrades and expansions) performed by anyone who is not a representative of LGC or authorized by LGC; (d) to any of the LSM that have been modified to alter functionality or capability without the written permission of LGC; (e) to cosmetic damage to the LSM, including but not limited to scratches, dents and broken plastic on ports; or (f) to normal wear and tear of the LSM.

LGC does not warrant that the LSM will be free from vulnerability, intrusion, attack, or other damage. LGC does not warrant that the operation of the LSM will be uninterrupted or error-free. LGC is not responsible for damage arising from failure to follow instructions relating to the LSM’s use. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by accident, abuse, misuse, neglect or failure to properly maintain (to include but not limited to water damage and/or condensation or improper temperatures during storage), or improper installation; (d) to damage caused by electrical disturbances or acts of God, to include but not limited to civil disturbance, war, flood, fire, rodents or insects; or (e) where manufacturer’s serial numbers have been removed from the LSM.

THIS IS LGC’S COMPLETE WARRANTY FOR THE LSM, AND STATES CUSTOMER’S EXCLUSIVE REMEDIES. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE GIVEN ONLY IF SPECIFICALLY REQUIRED BY APPLICABLE LAW. OTHERWISE, THEY ARE SPECIFICALLY EXCLUDED. LGC RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME, AT ITS SOLE DISCRETION, AND WITH NOTICE TO CUSTOMER.

NO WARRANTY IS MADE THAT ANY OF THE LSM PROVIDED BY LGC WORK IN COMBINATION WITH ANY LSM OR APPLICATIONS SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES NOT IDENTIFIED IN ANY STATEMENT OF WORK FOR WHICH THE LSM IS INTENDED TO WORK, THAT THE OPERATION OF THE LSM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE LSM WILL BE CORRECTED.

This Warranty is voided immediately if repair, modification (to include upgrades, expansions or usage or addition of non-manufacturer parts or accessories), alteration or other service is attempted other than by a representative of LGC or authorized by LGC.

Customer agrees and understands that it may be necessary for LGC to collect, process and use Customer data to perform the support and repair obligations identified herein. This may





include the necessity to transfer data to affiliate third parties that are contracted with LGC to assist in meeting these obligations. In doing so, LGC will (i) protect and keep confidential such information, (ii) not use such information for reasons other those discussed above, and (iii) not sell, distribute or pass on such information to any third party.

Repair. Customer should carefully inspect the LSM upon its delivery. Customer should maintain all original packaging upon receiving the LSM until the LSM has been installed and is found to be in proper working order. If the LSM is not working properly, Customer must contact LGC Customer Support at anna@liquidgoldconcept.com to confirm the problem and obtain return instructions, if needed.

If Warranty is applicable: If the LSM is returned for repair or replacement at any time following purchase by Customer and LGC discovers that the Warranty is applicable due to the reasons provided above (see the “Limited Warranties” section hereof), the LSM will be repaired and will be returned to Customer at LGC’s expense.

If Warranty is not applicable: If the LSM is returned for repair or replacement at any time following purchase by Customer and LGC discovers that the Warranty is inapplicable due to the reasons provided above (see the “Limited Warranties” section hereof), the LSM will not be repaired and will be returned to Customer at Customer’s expense, unless Customer authorizes and pays for repair.

Whether Customer authorizes repair or not, LGC reserves the right to charge a “No Fault Found” fee where the LSM is found not to be defective due to any fault of LGC.

Any LGC reseller or distributor involved in the purchase of the LSM is not authorized to make any modification, extension, or addition to the Limited Warranties provided by LGC herein, although any such reseller or distributor may provide its own warranty in addition to the warranty coverage provided by LGC.

Refund Policy and Product Return. On a case-by-case basis, LGC, at its sole discretion, reserves the right to authorize a full refund of any LSM purchase made where a refund is requested within 30 days of the Delivery Date. In such cases where a refund is approved, End User will return the LSM to LGC. Customer is responsible for shipping and insurance charges and any damage to the LSM which takes place en route to LGC. LGC reserves the right to charge a 10% re-stock fee for any such returns.

Limitation of Liability. If found to have breached this Sale Agreement, LGC is not liable to Customer or any third party for any amount above the aggregate dollar amount paid by Customer for the purchase of the LSM under this Sale Agreement. Except as provided in the Warranty and to the extent permitted by law, LGC is liable to Customer or any third party for any indirect, special, incidental or consequential damages resulting from any breach of this Sale Agreement, including but not limited to loss of use; loss of revenue; 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; loss of, damage to or corruption of data or software programs; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property, any costs of recovering, programming, or reproducing any program or data stored or used with the LSM and any failure to maintain the confidentiality of data stored on the product.





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Not For Resale. The LSM may not be purchased for resale purposes by Customer unless Customer is a legal and authorized reseller of LGC products. LSM may not be resold, leased, loaned or gifted to another party without prior written consent by LGC.

Export. Customer must comply with all export laws and restrictions and regulations (i) of the United States Department of Commerce (see www.bis.doc.gov/licensing/exportingbasics.htm), the United States Department of Treasury Office of Foreign Assets Control, or other United States or agencies or authorities, and (ii) of the country or countries in which Customer resides, is doing business in, is exporting to or alike. Furthermore, Customer will not export, or allow the export or re-export of the LSM in violation of any such restrictions, laws or regulations. Additionally, Customer agrees to comply with the above and represents and warrants that it is not located in, under the control of, nor a resident of any restricted country.

Severability; Assignment. If any provision of this Sale Agreement is held to be unenforceable for any reason, the legality or enforceability of the remaining terms shall not be affected or impaired. The failure of LGC to act with respect to a breach of this Sale Agreement by Customer or others does not constitute a waiver and shall not limit LGC's rights with respect to such breach or any subsequent breaches. LGC expressly reserves the right to assign this Sale Agreement and to delegate any of its obligations hereunder. Customer may not assign, delegate or otherwise transfer (whether by operation of law or otherwise) this Sale Agreement or any of Customer rights or obligations hereunder without the prior written consent of LGC. LGC may assign the provision of repair services to third parties.

Governing Law, Venue, and Jurisdiction. This Agreement shall be governed by the laws of the State of Michigan without regard to any of its conflict of law provisions. Jurisdiction and Venue for any actions arising under or relating in any way to this Sale Agreement shall vest exclusively in the courts of the State of Michigan.

Attorney's Fees. In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of this contract, the losing party shall pay to the prevailing party reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals therefrom.

Remedies. In the event of a breach of this Agreement, the parties acknowledge that the injury to the other party may be irreparable, and the monetary amount of damage therefore would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond.

Entire Agreement. This Sale Agreement constitutes the entire understanding of the Parties as to the subject matter hereof and supersedes all prior offers, agreements, arrangements, negotiations and understanding, written or oral between the parties relating to that subject matter. This Sale Agreement, confirmation, and invoice shall control over any additional or conflicting terms proposed by Buyer or contained on Buyer's purchase order. Buyer is expressly notified that LGC does not agree to Buyer's proposal of additional or different terms than those in this Sale Agreement.

