

Privoro Terms and Conditions

REVISION DATE: January 22, 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION CONCERNING YOUR RIGHTS AND OBLIGATIONS REGARDING YOUR PURCHASE AND/OR USE OF PRIVORO PRODUCTS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY.

WE RECOMMEND THAT YOU PRINT OR SAVE A COPY OF THESE TERMS OF CONDITIONS AS A RECORD OF YOUR TRANSACTION.

1. SCOPE AND APPLICATION

These Terms and Conditions (these “Terms”) apply to all offers, sales, purchases, and borrowings of the products and related items and accessories (collectively, the “Product”) offered, sold, or loaned to you by Privoro LLC, an Arizona limited liability company (“Privoro”) and/or its affiliates. If you do not wish to be bound by these Terms, you must notify us and return your Product pursuant to our return policy detailed below. We reserve the right to amend or update these Terms at any time by posting such amended or updated Terms on privoro.com (the “Site”). Each time you return to the Site, place a new order for, or borrow, any Product, it is your responsibility to confirm the terms and conditions then applicable to your use, purchase, or borrowing of such Product. If we modify the Terms after you place an order for a Product, we will notify you at or before our acceptance of your order.

References to “us”, “we” or “our” shall be construed to mean Privoro and its affiliates; and references to “you” or “your” shall be construed to mean the purchaser of the Product or any person borrowing a Product directly from Privoro.

2. END-USER SALES ONLY

All purchases and borrowings of any Product are for end-users only and for your own internal use. Resale of any Products is prohibited, and any unauthorized resale does not convey any rights under these Terms to any unauthorized buyer or user.

3. PURCHASES ARE FINAL

ALL PURCHASES OF THE PRODUCT THROUGH THE SITE ARE FINAL, NON-CANCELABLE AND NON-REFUNDABLE, EXCEPT AS SPECIFIED IN THE APPLICABLE CANCELLATION POLICY AND RETURNS POLICY SET FORTH BELOW.

4. OFFER AND ACCEPTANCE; CANCELLATION POLICY

- a. Any prices, quotations, and descriptions made by us, or referred to on our Site, with respect to the Product, are pre-sale notices only, subject to availability, do not constitute an offer, and may be withdrawn or revised at any time prior to our express acceptance of your order (as described below).
- b. While we make every effort to ensure our Products are available at the time you submit your (i) order for a Product or (ii) request (or agreement) to borrow a Product (each, a “Requisition”), we cannot guarantee such Product will be in stock, be immediately available, or be available for distribution or delivery in all parts of the Distribution Territory (as defined below). We may reject such Requisition, without liability, if we are unable to process or fulfill such Requisition for any reason. If this is the case, we will refund any prior payment that you have made for that Product.
- c. Your submission of a Requisition constitutes your offer to us to purchase or borrow the Product, as applicable, on these Terms, and is subject to our subsequent acceptance.
- d. BY SUBMITTING A REQUISITION, YOU AFFIRM YOU ARE OF LEGAL AGE TO ACCEPT AND ASSENT TO THESE TERMS. IF YOU SUBMIT A REQUISITION ON BEHALF AN ORGANIZATION OR ENTITY YOU AFFIRM YOU HAVE THE LEGAL RIGHT AND AUTHORITY TO BIND SUCH ORGANIZATION OR ENTITY TO THESE TERMS.
- e. Prior to such acceptance, an automatic email may be generated to acknowledge such Requisition. Please note that any such acknowledgement does not constitute a formal acceptance of such Requisition.
- f. We reserve the right to require additional verifications or information before accepting any Requisition. Our acceptance of your Requisition occurs at the earlier of (i) the time we charge your credit card or other payment for the Product and/or shipment of the Product, if applicable, or (ii) otherwise fulfill your Requisition (collectively, “Acceptance”). If applicable, your Requisition is not complete until full payment for the shipment of the Product has been received.
- g. After Acceptance, you may not modify or cancel your Requisition without our prior written consent; provided, however, (i) we may cancel your order at any time after Acceptance and prior to shipment for any reason in our sole discretion, and in such event, we will issue



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you a credit or refund; and (ii), for any “pre-orders” of the Product (as specifically identified on the Site), you are permitted to cancel your pre-order up until such time as the Product has been shipped (the foregoing collectively constitutes our “Cancellation Policy”).

5. PRODUCT PRICE AND PAYMENT TERMS

- a. Prices payable for the Product are those in effect at the time of dispatch or delivery of the Product, unless otherwise expressly agreed to by you and us. Prices may be indicated on our Site or in our acknowledgement of a Requisition, but the definitive price in the event of any discrepancy is the price then in effect at the time of dispatch or delivery of the Product (unless otherwise agreed to by us).
- b. We have the right at any time prior to our Acceptance to withdraw any discount and/or to revise prices to take into account increases in costs including, without limitation, costs of any materials, shipping, labor or the increase or imposition of any tax, duty or other levy and any variation in foreign currency exchange rates. We also reserve the right to notify you of any mistakes in the Product descriptions or errors in pricing prior to Product dispatch or delivery. In the event we do so, we will continue with fulfillment of the Requisition upon receipt of your acknowledgment that the Product will be provided in accordance with such revised description or corrected price.
- c. The places that we deliver the Product are listed on our Site (the “Distribution Territory”). We do not guarantee Acceptance of your order for places of delivery that are located outside of the Distribution Territory.
- d. Unless otherwise specified, prices quoted are exclusive of: (i) the costs of shipping or carriage to the agreed place of delivery within the Distribution Territory (estimated charges for which are stated on the Site); and (ii) value-added tax and any other tax or duty which must be added to the price payable where applicable. You agree to pay for taxes and shipping of the Product prior to shipment, as such costs may be estimated by us when you submit your Requisition.
- e. ALL SHIPPING COST INFORMATION ON OUR SITE IS BASED ON OUR CURRENT UNDERSTANDING OF THE PROPERTIES OF THE FINISHED PRODUCT AND ARE BEST ESTIMATES ONLY AND SUBJECT TO CHANGE. SHIPPING COSTS SHALL BE ASSESSED, AND COLLECTED, PRIOR TO SHIPMENT.
- f. Payment for both the Product and shipment of the Product shall be made prior to delivery and by such methods as may be indicated by us (and not by any other means unless we have given our prior agreement).
- g. We will charge credit or debit cards prior to shipment or other dispatch or delivery of the Product. We reserve the right to verify credit or debit card payments prior to Acceptance.

6. TERMS OF DELIVERY

- a. Delivery timeframes specified by us, whether on our Site, in any acknowledgement of a Requisition, or elsewhere, are estimates only. While we endeavor to meet such delivery timeframes, we do not undertake to dispatch or deliver the Product by a particular date or dates and shall not be liable to you in respect of any delays or failure to dispatch or deliver the Product to you by a particular date or dates.
- b. Delivery shall be to a valid address within the Distribution Territory submitted by you and subject to Acceptance (“Delivery Address”). You must check the Delivery Address on any acknowledgement or other correspondence we provide you, and you must notify us, without delay, of any errors or omissions. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit a Requisition.
- c. Except to the extent required as a result of any mandatory rights you have as a consumer under applicable law (or as otherwise expressly provided in these Terms), you shall not be entitled to reject the Product, in whole or in part, by reason of partial or incomplete delivery and shall pay, in full, notwithstanding partial delivery or incomplete delivery unless you notify us in writing of any claim within 14 days of the later of (i) the date you receive our related invoice or (ii) the date you receive delivery of the Product, whereupon you must nevertheless pay us for the quantity actually delivered and not returned within such 14 day period.
- d. Except as otherwise expressly provided in these Terms, risk of loss of, and/or damage to the Product, passes to you on delivery or when placed in your possession or that of any carrier or transportss, whichever shall occur first.

7. RETURN POLICY

- a. Return Policy. Your return of a Product shipped or otherwise delivered to you will be classified as an unopened and undamaged return, an opened and undamaged return, or a return of a defective or damaged product, all in accordance with the terms and conditions of Privoro’s return policy set forth below. Privoro will determine, in its sole discretion, the appropriate classification of your return, and such determination may result in costs or charges to you.
 - i. Unopened and Undamaged Return. Privoro will accept the return of an Unopened Product (defined below) and refund your purchase price for such Product, if and only if the Product is returned to Privoro (postmarked or shipped) within fourteen (14) calendar days from the date it is delivered to you. If Privoro determines your returned Product does not qualify as an Unopened Product, Privoro reserves the right to treat your returned Product

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as an Opened Return or Defective Return, and you may be charged a fee if appropriate. For purposes of these Terms, “Unopened Product” means (i) the Product is in its original packaging, (ii) the Product is undamaged, (iii) the shrinkwrap covering the Product’s packaging remains in-tact, and (iii) the Product’s packaging remains unopened; and (iv) all security and other verification seals remain sealed. If you break the seal or open the package, you can no longer return the Product as an Unopened Return.

- ii. Unopened and Damaged Return. If the Product was damaged by the carrier while in transit to you, as determined by Privoro in its sole discretion, Privoro will either at your election (A) replace the damaged Product or (B) refund your purchase price for such Product, provided you agree to assist and cooperate with Privoro in connection with any claim Privoro may pursue against such carrier, including (without limitation) the execution and delivery of any related documents and statements.
- ii. Opened and Undamaged Return. If you desire to return a Product and such Product remains undamaged, but does not otherwise qualify as an Unopened Product, Privoro will accept the return of such Product, and refund your purchase price (subject to the limitations provided below), if and only if, (A) the Product is returned to Privoro (postmarked or shipped) within fourteen (14) calendar days from the date it is delivered to you, and (B) you submit to Privoro, in whole, an amount equal to the disposal fee assessed against such return (“Disposal Fee”), provided Privoro reserves the right to deduct such Disposal Fee from the total purchase price refunded to you. You agree, acknowledge, and understand that once a Product is opened, we cannot resell the Product as “new” and can only dispose or recycle the parts, and our Disposal Fee represents our losses in connection with such return. The amount of the Disposal Fee may vary by Product, but will be disclosed to you at the time you request the return of a Product in accordance with our return policy. Any charges that were applied for shipping or service fees are not refundable.
- iv. Damaged or Defective Products. Any Product that manifests defects in materials or workmanship or is otherwise damaged may be returned, repaired, or replaced solely in accordance with our limited warranty set forth at www.privoro.com/legal (the “Limited Warranty”), which Limited Warranty is incorporated into these Terms by this reference and made a material part of these Terms. Unless you elect to purchase additional warranties from Privoro, the Limited Warranty is your sole limited warranty for your Product, and if you wish to return your Product under, or pursue a claim based on, our Limited Warranty, you must follow the procedures in our Limited Warranty. Other return policies (including under the Limited Warranty) may apply if the Product is “damaged.”

- b. Return Shipping Process. If you wish to return a Product in accordance with our return policy, you must contact Privoro directly, at support@privoro.com, before you attempt to return the Product. Upon contacting Privoro, Privoro will provide you with additional information regarding the return shipping process and any applicable Disposal Fee that is due and payable by you.
- c. Territorial Limitations. Any repair, replacement, or support of the Products provided under the Returns Policy and the Limited Warranty (or any other support service offered in our sole discretion), shall be restricted to, and provided solely within, the Distribution Territory as then in effect on the date the Product is delivered to you. If you purchase a Product within a defined Distribution Territory and later transport the Product outside of the Distribution Territory, Privoro does not provide returns, warranty, out-of-warranty, or aftermarket support of any kind outside the Distribution Territory.

8. DISCLAIMER

Except as expressly provided in the Limited Warranty and as otherwise permitted by applicable law, you acknowledge and agree (a) that the Products are provided to you on an “as is” basis, without any warranty of any kind; and (b) all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of any third party right with respect to the Products or any services related to the Products are expressly disclaimed to the fullest extent permitted by law. Refer to our Limited Warranty set forth at www.privoro.com/legal or the documentation received with your Products for product warranty information.

No warranty or representation is given that the functions of a Product will meet your requirements, that the operation of the Product will be uninterrupted or error-free, or that any defects in the Products will be corrected. Furthermore, no warranty or representation is given regarding the use or the results of the use of the Products or the adequacy of the Products. No oral or written information or advice given by any person or entity shall create a warranty or representation or in any way increase the scope of any warranty offered by us. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

9. OWNERSHIP

- a. You acknowledge and agree that Privoro is and remains the sole and exclusive owner of any and all intellectual property in, to, under, or with respect to the Product. You further agree that nothing in these Terms shall be construed as granting any rights to you, whether by license, implication, estoppel, or otherwise, in, under, or with respect to, any patent, copyright, or other intellectual property or other proprietary rights of Privoro.

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- b. You shall not perform any act or omit to perform an act that interferes with or encumbers the intellectual property or other proprietary rights of Privoro. In no event shall you be permitted to copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Product or any part thereof. You may not make the Product available for access or use by any other person or entity, including but not limited to acting as a service bureau. All components of the Product are provided as part of a bundle and may not be separated from the bundle and distributed as standalone products.

10. LIMITATIONS OF LIABILITY

THE LIMITED WARRANTY SET FORTH ABOVE IS THE COMPLETE WARRANTY FOR THE PRODUCTS AND STATES YOUR EXCLUSIVE REMEDIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT WE WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT ANY REMEDY PROVIDED HEREIN FAIL THEIR ESSENTIAL PURPOSE, OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCE EXCEED THE COST OF THE PRODUCT YOU ORDERED OR BORROWED; AND IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, FORESEEABLE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER. OUR LIABILITY SHALL IN NO CIRCUMSTANCE EXTEND TO ANY UNAUTHORIZED USE OF THE PRODUCT.

11. PRODUCT SPECIFICATIONS

- a. THE PRODUCT IS TO BE USED SOLELY FOR YOUR OWN INTERNAL USE, AND NOT FOR RESALE OR EXPORT, AND AS DEMONSTRATED AND INTENDED, AND IN ACCORDANCE WITH, ITS AUTHORIZED OR ACCOMPANYING INSTRUCTION MATERIALS. WE SHALL BEAR NO RESPONSIBILITY FOR ANY INCIDENTS OR INJURIES ARISING FROM ANY UNAUTHORIZED USE OF THE PRODUCT.
- b. All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on our Site or made available by us are intended to represent no more than a general illustration of the Product and its features and do not constitute a warranty or representation by us that the Product will conform with the same. YOU UNDERSTAND AND ACCEPT THAT ALL REPRESENTATIONS OR IMAGES OF THE PRODUCT ON OUR SITE ARE OF A PRELIMINARY NATURE AND THESE ITEMS ARE INTENDED TO SERVE AS REPRESENTATIVE RENDERINGS AND ARE SUBJECT TO CHANGE. THE FINISHED DELIVERY PRODUCT MAY VARY SIGNIFICANTLY IN APPEARANCE, DIMENSIONS, AND/OR WEIGHT.

- c. You are prohibited from rebranding or attempting to pass the product off as originating from any source other than Privoro.

12. REGULATORY CONSENTS, CUSTOMS DUTIES AND EXPORT

- a. If any license or consent of any government or other authority is required for the acquisition, carriage, or use of the Product by you in any part of the Distribution Territory, you shall obtain such license or consent at your own expense and, if necessary, produce evidence of the same to us on demand. Any additional expenses or charges incurred by us resulting from such failure shall be met by you.
- b. You acknowledge and agree that the Service, Software and any other items delivered under this Agreement are subject to applicable export control and trade sanctions laws, regulations and requirements of the United States and other applicable jurisdictions (collectively referred to as "Export Control and Trade Sanctions Rules"). Applicable U.S. laws, regulations and requirements include, without limitation, the Export Administration Regulations (EAR, 15 CFR Part 730 et seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security as well as the trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (31 CFR Part 500 et seq.). You represent and warrant that you are not included in any of the restricted persons lists maintained by the U.S. Government, including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals Lists, Debarred List and Non-proliferation Sanctions), or other similar lists maintained by other applicable jurisdictions. You shall comply with the Export Control and Trade Sanctions Rules, and you agree that you alone are responsible for ensuring your compliance with Export Control and Trade Sanctions Rules. In particular, but without limitation to the foregoing, you will not, and will obtain assurances that none of your affiliates, employees, contractors, agents or Users will not, use, sell, resell, export, re-export, import dispose of, disclose or otherwise deal with the Services, Software, other items provided under these Terms of Service directly or indirectly, to any country, destination or person without first obtaining any required export license or other governmental, legislative or regulatory approval, and completing such formalities as may be required by Export Control and Trade Sanctions Rules. You shall not do anything which would cause PRIVORO to be in violation of the Export Control and Trade Sanctions Rules. You shall collect, maintain and make available to PRIVORO all records identified in Title 15 of the US Code of Federal Regulations Part 762 related to or arising from the subject matter of this Agreement ("Export Records") coming into your possession or the possession of your affiliates employees, contractors, agents, or Users. You represent and warrant to PRIVORO that you comply with the recordkeeping

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requirements in the Export Control and Trade Sanctions Rules, including those in Title 15 of the US Code of Federal Regulations Part 762. Upon ten business days' notice, or as soon as practicable if required sooner by a government or regulatory official request, you shall provide PRIVORO with electronic copies (unless in a format as otherwise agreed by the parties) of all Export Records. You shall protect, defend, indemnify and hold harmless PRIVORO, its shareholders, directors, officers, employees and agents from any fines, damages, costs, losses, liabilities, fees, penalties, claims and expenses (including legal fees and expenses) incurred by PRIVORO as a result of the failure of your or your affiliates, agents, officers, directors, employees, or Users to comply with this Section. Your failure to comply with any part of this Section shall constitute a material breach of this Agreement.

- c. You may be subject to customs charges, import duties, and taxes, which are levied when the Product reaches your specified destination. Any such additional charges for customs clearance or import duties or taxes must be met, paid, and satisfied by you. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

13. INDEMNIFICATION

You agree to indemnify, defend and hold harmless, Privoro, its affiliates, distributors, fulfillers, and each of their respective officers, directors, employees, agents, licensors, representatives, and third party providers to the Site from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms by you. Privoro reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Privoro in asserting any available defenses.

14. GENERAL TERMS

- a. We will neither be liable or responsible to you, nor held in breach or default under these Terms (or any other agreement) for any loss or damage which may be suffered as a direct or indirect result of us being prevented, hindered, or delayed in our performance under these Terms due to the occurrence of any circumstance beyond our reasonable control including, without limitation, any act of God, war, riot, civil commotion or disturbance, government action,

embargoes, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, or interruption in the supply of power or materials, and in such event we may elect (in our sole discretion) to cancel your order and refund any payments you may have made.

- b. You acknowledge these Terms supersede and cancel all previous contracts, agreements and working arrangements whether oral or written, express or implied, between you and Privoro. These Terms prevail over any other terms or conditions contained in or referred to elsewhere or implied by trade, custom, or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted.
- c. To the fullest extent permitted under applicable law, we reserve the right to modify these Terms upon prior written notice to you with effect for the future—subject to your right to reject, by way of written notice, our modifications to these Terms with respect to any Requisitions for which Acceptance, but not yet fulfillment, has occurred.
- d. No waiver of any term or condition under these Terms shall be effective unless made in a writing signed by us. The waiver of any breach of any Term shall not be construed as a waiver of any subsequent breach or condition.
- e. The construction validity and performance of these Terms shall be governed exclusively by the federal law or laws of the State of Arizona, as applicable, without regard to any choice of law provision that would compel the application of any other law. Any disputes under this Agreement shall be brought exclusively in the state courts and the federal courts located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of these courts.
- f. We may assign, transfer, or otherwise delegate our rights and obligations under these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms, or transfer any rights or license sold hereunder.

15. ACKNOWLEDGMENT

By submitting a Requisition and opening the Product's packaging, you acknowledge that you have read these Terms agree to be bound by them.



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