Micronostyx

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TERMS AND CONDITIONS

A) In no event shall Micronostyx Inc.be liable for damages resulting from loss of profits or business, or for any incidental, indirect, special or consequential damages in connection with this Agreement, even if Micronostyx Inc.has been advised of the possibility of such loss or damage, regardless of the cause including negligence and fundamental breach. To the fullest extent permitted under applicable law, Micronostyx Inc. aggregate liability to the customer for damages from any cause whatsoever and regardless of form of action shall be limited to the purchase price of the equipment that is the object of this Service Agreement.

B) Neither party shall issue or make any public announcement, press release or other public disclosure regarding this Agreement or its subject matter without the other party's prior written consent, except for any such disclosure that is, in the opinion of the disclosing party's counsel, required by law or the rules of a stock exchange on which the securities of the disclosing party are listed. In the event a party is, in the opinion of its counsel, required to make a public disclosure by law or the rules of a stock exchange on which its securities are listed, such party shall submit the proposed disclosure in writing to the other party at least five (5) business days prior to the date of disclosure for an opportunity to comment thereon. Neither party shall use the name of the other party in any publicity, advertising or announcement or for any other commercial purpose without the prior written approval of the party whose name is to be used.

C) This Agreement or the performance, enforcement, breach or termination hereof shall be construed, governed, and interpreted in accordance with the laws of the Province of Ontario, without regard to conflict of laws principles, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted.

D) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. Customer shall not assign its obligations or liabilities hereunder without the prior written consent of Micronostyx Inc., although in such case the customer shall remain primarily liable. Micronostyx Inc. may assign this Agreement without the consent of the customer.

E) Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by recognized national overnight courier, confirmed facsimile transmission, confirmed electronic mail, or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the following addresses or facsimile numbers of the recipient. Notices under this Agreement shall be deemed to be duly given: (a) when delivered by hand; (b) one day after confirmed facsimile or electronic mail transmission; or (c) two days after deposit with a private express mail courier; or (d) on the delivery date indicated in the return receipt for registered or certified mail. A party may change its contact information immediately upon written notice to the other party in the manner provided in this Section.

F) The relationship of the parties under this Agreement is that of independent contractors. Nothing contained in this Agreement is intended or is to be construed so as to constitute the parties as partners, joint ventures, or either party as an agent or employee of the other. Neither party has any expressed or implied right under this Agreement to assume or create any obligation on behalf of or in the name of the other, or to bind the other party to any contract, agreement or undertaking with any third party, and no conduct of the parties shall be deemed to infer such right.

G) If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to affect the original intent of the parties.

H) No provisions of this Agreement shall be deemed amended, supplemented or modified unless such amendment, supplement or modification is in writing and signed by an authorized representative of both parties.

I) No waiver will be implied from conduct or failure to enforce rights. No provisions of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the party against whom it is sought to be enforced. Waiver by either party of any default by the other party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default.

J) This Agreement and the exhibits, schedules and annexes hereto contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter.

K) Products are sold for Customers own use with and can only be resold with consent from Micronostyx Inc.. During the term of this Agreement, Customer shall cooperate fully with Micronostyx Inc.to achieve the purposes of this Agreement.

L) Micronostyx Inc.warrants and represents that products delivered to a carrier for shipment to Customer, or delivered directly to Customer, will at the time of such delivery: (a) conform to published specifications set forth in the applicable package insert(s) for such or Micronostyx Inc.officially published documentation; and (b) not be adulterated, misbranded, labelled or packaged contrary to regulation within the meaning of the *Food and Drug Act* (Canada). Micronostyx Inc.MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR OR INTENDED PURPOSE, OR ANY OTHER MATTER. No warranty provided by Micronostyx Inc.will apply to any products if: (a) such Micronostyx Inc. distributed products has been misused, altered, damaged or used other than in accordance with the applicable package insert and/or operations manual for such Micronostyx Inc. distributed products so as to affect its stability or reliability; or (b) the serial or lot number of any Micronostyx Inc. distributed products has been altered, defaced, or removed.

M) Micronostyx Inc distributed products (“Products”) are approved by Health Canada for sale. A purchaser of Products agrees that it will not, directly or indirectly (i) export Products out of Canada to any other jurisdiction, or (ii) sell, distribute or otherwise dispose of Products to any person which it knows, suspects or has reasonable grounds for knowing or suspecting will export Products out of Canada to any other jurisdiction.

N) Unless previous authorization has been given by Micronostyx Inc., returned items will not be credited. Goods must have been received no more than 10 days prior to returning, must be packed securely, and received in re-saleable condition to be considered for credit. Returned items are subject to a 15% restocking fee. Any products that require refrigeration/freezing may not be returned. Any products that have been brought in for the “exclusive use” of the Customer must be purchased.

O) The terms and conditions are net 30 days payable to the above noted. Please take note that effective May 1, 2026, orders less than $300.00 are subject to a $50.00 freight fee. Orders over $300 or collect delivery are subject to a $30 handling fee. Products that require special shipping (ie: heated, refrigerated, hazardous, remote destination, expedited and overseas containers) are at the buyers cost and will be added to the invoice accordingly. All prepared plates are FOB shipping point, unless otherwise indicated.

P) Freight, handling and/or other fees are subject to change without notice.

Q) It is the customers obligation to ensure and protect the confidentiality of the information contained on any price quote provided by Micronostyx and must stay strictly confidential between the customer and the vendor. This information shall not be disclosed to any other unrelated groups or third parties.