

SMART INJECTOR, LLC STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

These Standard Terms and Conditions (these “Terms”) apply to and are part of your use of Smart Injector, LLC’s web sites and any agreement for the purchase and sale of products or services between Smart Injector, LLC, as seller or service provider (“Smart Injector”), and the person using such web sites or acquiring products or services from Smart Injector (“you” or “Purchaser”) (this “Agreement”).

Price, Payment and Taxes

You will pay for the goods purchased and services provided under this Agreement in accordance with the stated price and payment terms. Any payment not paid when due in accordance with those terms shall bear interest at the rate of 18% per annum from the date due until paid. Purchaser is responsible for all sales, use and excise tax associated with the sale and use of any goods or services sold under this Agreement. Purchase orders may be subject to credit approval.

Payment for training is due in advance no later than day of training. Smart Injector is not responsible for any inconvenience to patient or practice due to non-payment or late cancellation

Purchase Orders

Smart Injector does not accept the terms of pre-printed purchase orders and only the terms of this Agreement shall form the agreement between Smart Injector and you for the purchase and sale of the goods or services the subject of this Agreement.

Intellectual Property Rights

Smart Injector’s name and its product branding referenced in this Agreement are trademarks of Smart Injector.

Limited Product Warranty

The Smart Injector products sold under this Agreement are warranted by Smart Injector for a period of ninety (90) days from the date of sale to be free of manufacturing defects and to perform in accordance with its published specifications (the “Limited Product Warranty”).

Smart Injector’s obligation under the Limited Warranty is to repair or replace, at no cost to Purchaser, any defective product which fails within the period of the Limited Warranty and is returned to and received by Smart Injector within one hundred (100) days from the date of the sale. Purchaser’s should call or email Smart Injector in advance or returning any product for special instructions.

Training and Marketing Services

Smart Injector’s agreement to provide training and marketing services to you is conditioned on your being actively licensed to practice health care and to be legally permitted to inject dermal fillers and neurotoxin’s into human patients, either with or without the supervision of other licensed health care providers. You will be required to represent that you are so licensed and to provide evidence of your credentials if so requested by Smart Injector.

Smart Injector does not supply any dermal fillers or other injectable products or any injection devices or

medical supplies other than single use samples of the products Smart Injector represent. Single use samples provided by Smart Injectors are not likely to be adequate to meet training requirements.

Smart Injector does not provide patients, simulation models or any other target for demonstration or practice purposes. You must provide such patients or models and, to the extent patients are used, must have such patients sign a release, on forms to be provided by Smart Injector, which acknowledges that Smart Injector trainers and representatives are permitted to be present during and to observe any injection and related procedures and are not practicing medicine and releasing Smart Injector and its trainers and other representatives from all liability relating to the acts and practice of the health care provider during any training or consultation session conducted by Smart Injector trainers and representatives.

Physician is solely responsible for all aspects of patient care and treatment during any training conducted by Smart Injector and its trainers as representatives. The practice and patient care that occurs during training is part of the health care providers practice just as if Smart Injector, LLC's trainers representatives were not present.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE LIMITED PRODUCT WARRANTY: (A) SMART INJECTOR MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY CONCERNING ANY SMART INJECTOR™ PRODUCT SOLD OR PROVIDED TO PURCHASER;; (B) SMART INJECTOR MAKES NO REPRESENTATION OR WARRANTY AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION AND WARRANTY THAT : (I) ANY SMART INJECTOR™ PRODUCT OR TRAINING WILL BE ERROR-FREE AND (II) THE SMART INJECTOR™ PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; AND (C) ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SMART INJECTOR.

Limitation of Liability

IN NO EVENT SHALL SMART INJECTOR'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT OR ARISING OUT OF THE CONDITION, USE, PERFORMANCE OR FAILURE OR DEFECTIVE PERFORMANCE OF ANY SMART INJECTOR™ PRODUCT OR TRAINING SOLD TO YOU EXCEED THE AMOUNT ACTUALLY PAID BY YOU AS THE PURCHASE PRICE FOR THE SMART INJECTOR™ PRODUCT OR TRAINING GIVING RISE TO THE LIABILITY OR CLAIM. IN NO EVENT SHALL SMART INJECTOR BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF MATERIALS, DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH: (A) ANY SMART INJECTOR™ PRODUCT OR TRAINING SOLD TO YOU, INCLUDING BUT NOT LIMITED TO, YOUR USE OR INABILITY TO USE THE PRODUCT OR (B) ANY SMART INJECTOR, LLC OR USE OF SUCH A WEB SITE, EVEN IF SMART INJECTOR HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS USED IN THIS SECTION, SMART INJECTOR INCLUDES ANY OF ITS OWNERS, AFFILIATES, OFFICERS, MANAGERS, EMPLOYEES, PARTNERS, CONTRACTORS, AGENTS AND INSURERS.

Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth in the Limitation of Liability Section of these Terms may not apply to you.

Local Laws and Export Control

Smart Injector manufactures and sells Smart Injector™ products from its location in the United States of America. Smart Injector makes no representation that Smart Injector™ products it may sell to you are appropriate or available for use in other locations. You represent to Smart Injector that you intend to use Smart Injector™ products you purchase from Smart Injector within the fifty (50) United States and its territories and possessions (the "United States") and that you do not intend to export or use Smart Injector™ products you purchase from Smart Injector outside of the United States. You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of the United States and other countries. Any use of Smart Injector™ products you purchase from Smart Injector contrary to United States law is prohibited. No Smart Injector™ products you purchase from Smart Injector is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

UCC Rights

The rights and remedies of Smart Injector under this Agreement are not exclusive and supplement those available under the Uniform Commercial Code and other applicable law.

Arbitration

All disputes, claims or controversies concerning this Agreement, including its meaning, interpretation and performance (whether in contract, tort, or otherwise), and all disputes, claims or controversies (whether in contract, tort, or otherwise) concerning the condition, use, performance or failed or defective performance of any Smart Injector™ product or training sold to you or your use or the content of any Smart Injector, LLC web site, shall be submitted to binding arbitration before one arbitrator as provided for in this section. The arbitration shall be administered by JAMS pursuant to the Uniform Arbitration Act and JAMS Comprehensive Arbitration Rules and Procedures in Denver, Colorado, except: (i) if the parties cannot agree on the sole arbitrator, JAMS shall appoint the arbitrator, (ii) the arbitrator's decision shall be controlled by the terms and conditions of this Agreement and any of the other agreements, terms or conditions referenced in these Terms; (iii) the arbitrator shall apply Colorado law, and shall honor claims of privilege recognized at law; and (iv) the arbitrator shall have the discretion to allow discovery based upon the scope of the matter at issue. YOU ACKNOWLEDGE THAT BUT FOR THE AGREEMENT TO SUBMIT DISPUTES, CLAIMS AND CONTROVERSIES TO ARBITRATION UNDER THIS SECTION, YOU WOULD HAVE A RIGHT TO BRING LITIGATION AND HAVE A JURY HEAR OR RESOLVE ANY SUCH DISPUTE, CLAIM OR CONTROVERSY AND, KNOWING THAT, YOU HEREBY WAIVE YOUR RIGHT TO A JURY TO HEAR OR RESOLVE ANY DISPUTE, CLAIM OR CONTROVERSY WHICH IS SUBJECT TO ARBITRATION UNDER THIS SECTION, EVEN IF THE ARBITRATION REQUIREMENT OF THIS SECTION IS NOT ENFORCED BY A COURT.

General

This Agreement will be governed by Colorado law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any litigation concerning this Agreement or in connection with the condition, use, performance or failed or defective performance of any Smart Injector™ product or training sold to you or your use or the content of any Smart Injector, LLC web site, including, but not limited to, any litigation to enforce an arbitration award, shall be brought and maintained only in the federal and state courts located in Denver, Colorado. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of any party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. This Agreement and any other written, mutually executed agreement entered into in conjunction with and which refers to this Agreement is the entire agreement between you and Smart Injector and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

International Provisions

If the sale of any product under this Agreement is delivered to you outside of the United States of America and you are not a citizen of or any entity organized under the laws of the United States of America or any of its states, territories or possessions, then the following additional provisions apply:

(A) CIGS

The United Nations Convention on Contracts for the International Sale of Goods, Vienna, 11 April 1980, S.Treaty Document Number 98-9 (1984), UN Document Number A/CONF 97/19, 1489 UNTS 3 (CISG) shall not apply to this Agreement.

(B) Additional Terms of Arbitration

The foregoing provisions of the section of this Agreement entitled Arbitration shall be modified as follows: (1) binding arbitration shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) as then-in effect and as amended by the terms of this section; (2) any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction; (3) any arbitration commenced pursuant to this paragraph shall be administered by the American Arbitration Association (“AAA”) which shall also be the appointing authority under the UNCITRAL Arbitration Rules; (4) the place of arbitration shall be Denver, Colorado, or New York City, New York, USA, as selected by the party initiating arbitration, and all arbitration proceedings shall be conducted in the English language; (5) this Agreement is governed by and the arbitrator shall apply the substantive laws of the state of Colorado and the applicable federal laws of the United States of America; and (6) the parties expressly agree that the arbitrator shall not be authorized to award costs or attorneys’ fees in connection with any arbitration proceeding or award without regard to the provisions of the UNCITRAL Arbitration Rules, and each party without regard to the outcome of the arbitration proceeding shall be responsible for its own costs and expenses, including, but not limited to, the costs of legal counsel and experts.

English Language; Currency

The parties reached agreement using the English language and the English language version of this Agreement is the only version of this Agreement which reflects the agreement of the parties. Any reference to currency in this Agreement is a reference to United States of America dollars unless expressly stated otherwise.