



ZOMEDICA, INC TERMS AND CONDITIONS OF SALE

- 1. Terms.** Unless otherwise subject to the terms of a written agreement, any customer (“Customer”) that acquires Zomedica products (“Products”) or uses services provided by Zomedica (“Services”) shall be subject to these standard terms and conditions of sale (these “Terms”). No terms or conditions in any Customer documentation that conflicts with or adds to a written agreement or these Terms shall be binding on Zomedica.
- 2. Payment.** Zomedica will generate and deliver an invoice to Customer. Except as otherwise set forth in a written agreement, all payments shall be due and payable within thirty (30) days of the date of invoice. If Customer fails to pay within the applicable time period, Zomedica may, in its sole discretion, charge interest on overdue amounts at the rate of 1.5% per month or the highest rate permitted by law, if less. Customer shall reimburse Zomedica any and all attorneys’ fees and other costs incurred by Zomedica in collecting any payment due hereunder.
- 3. Taxes.** All amounts payable hereunder are exclusive of any applicable federal, state, or local taxes and Customer agrees to be responsible for the payment of same or to assist Zomedica in the collection, administration, and remittance of any such taxes to the extent same are the legal responsibility of Zomedica.
- 4. Shipping; Risk of Loss.** Zomedica will ship all Products FCA (Incoterms 2020). Title and risk of loss for Products shall pass to the Customer upon delivery to the carrier for shipment to Customer. Zomedica reserves the right to deliver Products ordered by Customer in installments, with each shipment being treated as a separate transaction hereunder.
- 5. Delivery, Inspection and Acceptance.** Equipment delivery and installation is included in the shipping and handling charges. Customer agrees to receive Product when it is delivered and Customer shall inspect Product immediately upon receipt. Damage or inconsistencies with an order shall be reported immediately to Zomedica in writing. If Customer fails to notify Zomedica in writing of any defect in the Product within the applicable time period, such Product is deemed unconditionally and irrevocably accepted by Customer. Customer further agrees that its first clinical use of the Product is an unconditional acknowledgement that the Product is in proper working order (subject to the Limited Warranty as defined herein) and such acceptance is irrevocable. ALL SALES ARE FINAL. ZOMEDICA WILL NOT ACCEPT RETURNS OF PRODUCT FOR REFUND OR CREDIT unless set forth herein. Zomedica shall not bear any liability or responsibility for any delay or for the non-delivery by the carrier.
- 6. Customer Responsibilities.** Customer must store, handle, and use Products in strict compliance with the labeling, package insert instructions, user manuals, industry best practices, applicable local, state, and federal laws and regulations, and any other instructions or guidelines Zomedica may publish or communicate now or in the future. Customer is responsible for the direction, supervision, training, certification, and qualification of Customer and, as applicable, Customer staff using Products. Veterinary Products will be used only under environmental conditions normal and customary in a veterinary clinic, and by trained professionals under Customer’s supervision that have knowledge and training to use them properly and safely.
- 6. Software.** Any software provided by Zomedica is licensed to Customer on a non-exclusive basis and may only be installed and used for the intended purpose (“Software”). Software is not assignable. Without waiving any other rights, Zomedica may terminate a license to Software if Customer fails to comply with these Terms or the applicable license.
- 7. Limited Warranty.** This limited warranty is exclusively available to Customer and is not assignable or transferable. Zomedica, in its reasonable discretion, shall determine if a Product or Service is defective under the applicable limited warranty. Except for PulseVet Products (which are subject to the limited warranty found at <https://zomedica.com/pulsevet-limited-warranty>) and Assisi Products (which are subject to the limited warranty found at <https://zomedica.com/assisi-limited-warranty>), Products that are equipment (including the TRUFORMA device, TRUVIEW microscope and

VETGUARDIAN pet monitoring device) will conform to Zomedica's written specifications and will be free from defects in materials and workmanship for one year from the date such equipment is sold, and Products that are supplies (including TRUFORMA cartridges) will conform to Zomedica's written specifications for the applicable shelf life of such supplies. Zomedica warrants that Services will be performed to industry standard at the time of performance.

8. Limited Warranty Exclusions. The limited warranty does not cover and Customer will be charged for (i) damage to the Product due to accident, neglect, misuse, fire, water, weather, heat, dust, sand, hair, fur, fluids, moisture, chemicals, debris, power surge, power outage, malicious software, ransomware, or failure to follow Zomedica's recommended handling, storage, maintenance, operating procedures, instruction manuals and guidelines; (ii) damage to Products that are equipment as a result of the use of supplies, cleaning agents, or parts that are not pre-approved by Zomedica for use with such equipment; (iii) damage for alterations not performed by Zomedica, (iv) expired Products, (v) Customer's failure to use reasonable care or to use the Products in a manner that is not consistent with industry norms, or (vi) damage caused by Customer's delay in notifying Zomedica or continued use of a damaged Product. THE LIMITED WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. ZOMEDICA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ZOMEDICA. ZOMEDICA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED
9. Remedies; Limitations. Zomedica's sole obligation for Services and Customer's sole remedy for breach of the limited warranty for Services is limited to Zomedica repeating the Services. If a Product fails to meet its applicable limited warranty, Zomedica sole obligation and Customer's sole remedy shall be the repair or replacement of such nonconforming Product, at Zomedica's election. To obtain warranty coverage, Customer must notify Zomedica in

writing of the defective Product or Service within the applicable warranty period. If Zomedica determines that the Products are defective, Zomedica shall repair or replace the Products and return same to Customer at Zomedica's cost. ANYTHING TO THE CONTRARY HEREIN OR IN ANY AGREEMENT NOTWITHSTANDING: ZOMEDICA SHALL HAVE NO LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCTS OR NON-CONFORMITY WITH WARRANTY. IN NO EVENT WILL ZOMEDICA BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES OR INJURY OF ANY KIND OR AMOUNT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO ANY AGREEMENT WITH CUSTOMER, INCLUDING THESE TERMS, WHETHER OR NOT ZOMEDICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL ZOMEDICA'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE OF ANY PRODUCT OR SERVICE PAID BY CUSTOMER TO ZOMEDICA. THESE TERMS SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY RIGHT IN ANY THIRD PARTY.

8. Indemnification. Customer agrees that it shall indemnify, protect, defend, and hold harmless Zomedica, its officers, directors, employees, customers, and agents from and against any and all claims, losses, liabilities, damages, expenses, and costs (including reasonable attorneys' fees and court costs) related to Customer's or its agents' or employees' (i) acts or omissions, (ii) use or misuse of the Products or Services, (iii) non-compliance with applicable laws and regulations, and (iv) Customer's breach of or default under any agreement with Customer, including these Terms. Customer agrees that in connection with Customer's obligations hereunder, Zomedica may, in its sole and

absolute discretion, engage legal counsel at Customer's expense.

9. **Compliance with Law.** Each party warrants and covenants that it shall do all acts necessary to comply with all federal, state, and local laws, regulations, ordinances, and codes applicable to its operations or performance under these Terms. Customer specifically acknowledges and agrees that the Products are not FDA-approved for use in the treatment of humans.
10. **Force Majeure.** Zomedica shall not be responsible in any way for the loss, damage, detention or delay caused by strike, lockout, fire, flood, war, riot, embargo, insurrection, act of God, civil or military authority, compliance with governmental requests or orders, pandemic or endemic, accidents, inability to obtain products or materials from usual sources (including, but not limited to, original manufacturers), subcontractor, supplier or Customer caused delays, transportation shortages or delays, other delivery commitments, technical failures, or due to any unforeseen circumstances or causes beyond its control. Zomedica's performance shall be deemed suspended during and extended for such time as it is so delayed, and delivery dates shall be so extended.
11. **Proprietary Information.** All Zomedica confidential information and trade secrets (including, without limitation, Zomedica's pricing and purchase terms) disclosed to or learned by Customer shall remain the property of Zomedica. For a period of five (5) years from the date of disclosure to Customer (or, in the case of trade secrets until such information no longer constitutes a trade secret), Customer shall not disclose such proprietary information to any third party or use such information in any way other than as expressly authorized in writing by Zomedica. Zomedica retains all rights in and to any intellectual property disclosed to Customer at any point in connection with the Products.
12. **Notices.** All notices under these Terms shall be in writing and shall be deemed to have been duly given and received only on the business day when personally delivered or transmitted successfully via facsimile, one (1) business day following the business day when deposited with a commercially respected overnight delivery service such as Federal Express, service fees prepaid, or three (3) business days following the day when sent by certified mail, return receipt requested, postage prepaid, to the intended recipient at the address or facsimile in the applicable purchase order.
13. **Related Agreements.** Certain Products require a license to Zomedica software and/or processing of Customer data by Zomedica. To the extent applicable, Customer agrees to comply with Zomedica's End User License Agreement which can be found at <https://zomedica.com/end-user-license-agreement> and/or Data Processing Agreement which can be found at <https://zomedica.com/data-processing-agreement>. Further, all Customer agreements are subject to Zomedica's Privacy Policy which can be found at <https://zomedica.com/privacy-policy>.
14. **Miscellaneous.** No waiver by either party of any provision of these Terms shall affect such party's rights to enforce such term in a subsequent instance. No waiver shall be binding upon a party unless confirmed in writing by that party. These Terms may not be modified or amended other than in writing executed by both parties. These Terms are severable, in that the invalidity of any term herein will not affect the enforceability of the remaining portions of these Terms. These Terms shall be governed by Michigan law, excluding conflict of laws principles. The headings contained in these Terms are for the convenience of the parties only and shall not be interpreted to affect in any way the language contained herein. Unless otherwise agreed in advance in writing by Zomedica, Customer shall remain liable for all assigned obligations in case of any failure of performance thereof on the part of any assignee of Customer. These Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Last Updated: September 26, 2024