

React Health Standard Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms") are intended to govern the relationship between React Health and/or its Affiliates ("React Health") and any person or entity that resells React Health Products ("Customer"):

1. Acceptance of Seller's Terms and Conditions

Customer's purchase of React Health products ("**Product(s)**") shall be governed solely by these Terms and any specific terms of sale agreed to in writing by React Health. By placing an order for the purchase of Products with React Health, Customer agrees to abide by these Terms. Any terms or conditions in a purchase order or other document submitted by Customer which differ from these Terms are not binding on React Health unless accepted in writing by a duly authorized representative of React Health. Customer is hereby notified in advance of React Health's objection to any proposed additional or different terms or conditions. In the event of a conflicting supremacy clause in any purchase order or other document submitted by Customer, this Section 1 shall govern.

2. Definitions

Affiliates means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with React Health. For purposes of this definition, the term "control" means the power (or, as applicable, the possession or exercise of the power) to direct, or cause the direction of, the management, governance, or policies of React Health, directly or indirectly, through any applicable means (whether through the legal, beneficial, or equitable ownership, of more than fifty percent (50%) of the aggregate of all voting or equity interests or securities of React Health, through partnership, or through some other form of ownership interest, by contract, or other applicable legal document, or otherwise).

Authorized Channels means sales through the Customer's own website, retail location, or other channels approved in writing by React Health.

Business Days means any day other than a Saturday, Sunday, or a Canadian statutory holiday.

Customer means any person or entity that purchases and/or resells React Health Products, including authorized dealers and direct-to-consumer sellers.

MAP means Minimum Advertised Price as set or communicated by React Health from time to time.

MSRP means Manufacturer's Suggested Retail Price.

Order means a request by Customer to purchase Product(s) from React Health, submitted in writing or through React Health's authorized ordering process, including but not limited to orders placed via React Health's Canadian website, authorized Canadian distributors, or other sales channels expressly approved in writing by React Health for use in Canada.

Product(s) means any equipment, accessories, consumables, or other items manufactured, distributed, or sold by React Health to a Customer.

React Health means React Health, formerly known as 3B Medical, Inc and Ventec Life Systems, and its Affiliates.

RMA means Returned Merchandise Authorization, the process and reference number required for any authorized return of Products to React Health.

3. Price

The purchase price for each Product shall be the price for such Product in effect at the time of React Health's receipt of Customer's purchase order for such Product. React Health may change prices on any Product at any time without prior notice, except for changes to purchase orders from Customers that have been accepted by React Health before the change. All prices are exclusive of applicable Canadian federal and provincial/territorial taxes, including but not limited to the Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), and Provincial Sales Tax (PST), as applicable. Customer is responsible for payment of all such taxes, duties, levies, and other government-imposed

charges.

4. Shipping

All Products are shipped FCA (Free Carrier, Incoterms 2020) React Health's designated Canadian facility. Freight charges will be prepaid by React Health and added to Customer's invoice unless contractually agreed upon. Title and risk of loss for Products pass from React Health to Customer upon delivery to the first carrier at React Health's facility in Canada. REACT HEALTH SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, FOR FAILURE TO FILL ORDERS, DELAYS IN DELIVERY, OR ANY ERROR IN FULFILLING ORDERS, EXCEPT AS REQUIRED BY APPLICABLE CANADIAN LAW.

5. Inspection and Acceptance.

Customer must inspect all Products within five (5) calendar days of receipt. If any damage or discrepancy is identified, Customer must promptly file a claim with the carrier and provide written notification to React Health within the same period. Failure to notify React Health of any issues within this period shall constitute acceptance of the Products in satisfactory condition. Nothing in this section limits any non-waivable statutory rights or remedies available to Customer under applicable Canadian federal or provincial/territorial consumer protection laws, including the Civil Code of Québec.

6. Changes/Cancellation of Customer's Order

React Health will use commercially reasonable efforts to ship all orders as soon as reasonably practical. Changes to orders or cancellations must be communicated in writing to React Health before React Health ships the ordered product. If not received before shipment, React Health reserves the right to demand payment for the original order.

7. Payment Terms

- a. The terms of payments are net thirty (30) days from the date of invoice unless separately agreed to. Overdue amounts shall accrue interest at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law. In Quebec, such interest is deemed to be conventional interest and not a penalty. Customer shall be responsible for all reasonable costs of collection, including legal fees and disbursements, to the extent permitted by applicable law. Any credit card surcharges or convenience fees will only be applied where permitted by Canadian law and applicable card network rules. React Health may apply payments received from Customer to any outstanding invoices and may set off any amounts owed by Customer against amounts payable to Customer by React Health, subject to applicable Canadian law. Should the Customer's account go into default at any time, React Health reserves the right to place Customer on cash terms, place a hold on future orders until the account is brought current, and/or not honor Product warranty. React Health reserves the right to extend Customer credit limits based on its sole evaluation of the credit worthiness of the Customer, and to modify and/or change such limits as deemed warranted in its sole discretion.
- b. If Customer desires to pay by credit card, it may authorize React Health to keep its card number and information on file and must execute and deliver to React Health an authorized signature form on a form furnished by React Health. A surcharge or convenience fee will be assessed on all credit card transactions, but only where permitted by Canadian law and applicable card network rules. React Health will store and process all credit card information in accordance with applicable Payment Card Industry Data Security Standards (PCI DSS). EFT (Electronic Funds Transfer) including bank wire transfer and cheque are also acceptable payment options. A special form will be required to properly set up these payment methods.
- c. If invoices are not paid within 30 days from the date of invoice, React Health may assess a late penalty charge of 1.5% per month or the maximum amount allowed by law.

- d. Should Customer account be placed with a collection agency, Customer is responsible for all reasonable expenses relating to the collection of their debt, including legal fees and any collection agency commission, to the extent permitted by applicable law.
- e. All payments due to React Health shall be made in Canadian dollars unless otherwise agreed in writing.
- f. If Customer submits payment for an invoice and there remains a balance for that Customer from an earlier invoice, React Health reserves the right to apply that payment toward that earlier invoice. React Health may also set off any amounts owed by Customer against amounts payable to Customer by React Health, subject to applicable Canadian law.
- g. Customer account must be in good standing and not have overdue invoices when placing new orders. React Health reserves the right to suspend order fulfillment or reject new orders if Customer's account is past due.

8. Returns

- a. All Sales are final
- b. Sales Returns and Restocking Fees: Except for shipping discrepancies (as defined below) reported within the time specified above or warranty returns authorized by React Health, all sales are final, subject to any non-waivable statutory rights under applicable Canadian law. Acceptance of returns for any other reason is at the sole discretion of React Health. Any authorized return may be subject to a restocking fee, the amount of which will be determined by React Health at the time of return approval and disclosed to Customer in advance, in accordance with applicable provincial requirements. For sales to consumers, including those in Quebec, Customer's statutory return and refund rights under applicable consumer protection legislation shall apply and take precedence over any conflicting provision herein.
- c. Shipping Discrepancies: Customer must inspect Products within five (5) days of receipt. Any shipping damage, shortage, or discrepancy must be noted with the carrier and reported to React Health in writing within the same period. Absent such notice, Products are deemed accepted as delivered. Nothing in this section limits any non-waivable statutory rights or remedies available to Customer under applicable Canadian federal or provincial/territorial consumer protection laws, including the Civil Code of Québec. For sales to consumers, including those in Quebec, Customer's statutory return and refund rights under applicable consumer protection legislation shall apply and take precedence over any conflicting provision here.
- d. All returned items may be subject to quality, operation, and/or performance tests by React Health or by a third party authorized by React Health. Returns must be approved by React Health and shipped at the Customer's expense.
- e. Returned items will only be accepted in their original unopened and unmarked packaging and still in saleable condition.
- f. Discontinued Products and Products as to which React Health represents in writing to Customer that are in high demand will not be approved for return under any circumstances, except as required by non-waivable statutory rights under applicable Canadian law.
- g. A copy of the original invoice must accompany any return.
- h. Shipping and handling charges will not be refunded under any circumstances. Any need for special handling services must be communicated at the time an Order is placed. Customer is responsible for the cost of all special services handling charges.

- i. Returned Merchandise Authorization (RMA) Policy: All returns require prior authorization which includes RMA # and must be returned in the original packaging with all cables, accessories, and documentation, including manuals. To request an RMA for product return, please either create an online support ticket at www.ReactHealth.ca or contact React Health by phone at 1-888-622-6515. Once a support ticket has been created, Customer will be given an RMA number. Please keep the RMA number and reference it when calling to check on the status of your return. Incomplete or unauthorized returns will be refused and returned to Customer at Customer's expense.

9. Refusal of React Health Shipment

- a. Purchase orders received and accepted by React Health are contracts between Customer and React Health
 - i. Per Section 4 (Shipping), Title and Risk of Loss for Products passes from React Health to Customer on shipment from React Health's warehouse.
- b. Customer may not refuse delivery of any shipment from React Health. Any such refusal will be treated as an unauthorized return and subject to applicable charges as outlined below.
- c. Any attempt to refuse React Health's shipment will result in the following charges to Customer, and Customer agrees to accept and pay the following charges:
 - i. Actual Full Roundtrip Shipping Costs - Actual total shipping costs from React Health's warehouse to Customer and actual total return shipping costs to return Product back to React Health's warehouse, and a 50% restocking fee.

10. Warranty

- a. Warranted products are in accordance with, and limited in all respects to, specific warranties contained in the product insert for each such Product.
- b. **Warranty Limitations:** There are no expressed or implied warranties except as listed herein. React Health shall not be liable for special, incidental, consequential or punitive damages, including, without limitation, direct or indirect damages for personal injury, loss of goodwill, profits or revenue, loss of use from this Product or any associated equipment, cost of substitute equipment, downtime cost, loss of data, programs or business information, or any other losses, or claims of any party dealing with buyers from such damages, resulting from the use of or inability to use this Product or arising from breach of warranty or contract, negligence, or any other legal theory. Moreover, React Health's warranty does not cover installation or service of Product; conditions resulting from consumer mishandling, such as improper maintenance or misuse, abuse, accident, or alteration; all plastic surfaces and all other exposed parts that are scratched or damaged due to normal use; Products which have had the serial number removed or made illegible All warranties, including any applicable warranties of merchantability and fitness for a particular purpose, are limited to the applicable warranty period. **React Health's obligations under any Product warranty are limited, at React Health's option, to the repair or the replacement of the Product or a portion thereof, or to a credit or refund of a portion of the purchase price paid by the Purchaser. Any refund will be paid to Purchaser when the Product is returned to React Health.**
- c.
- c. EXCEPT FOR THE LIMITED WARRANTY REFERENCED IN SECTION 11(a), REACT HEALTH DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION OF WARRANTY AS TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL, OR WORKMANSHIP OF REACT HEALTH PRODUCTS. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11 SHALL BE CONSTRUED AS LIMITING ANY STATUTORY RIGHTS AVAILABLE TO CONSUMERS UNDER

APPLICABLE CANADIAN FEDERAL OR PROVINCIAL LEGISLATION.

11. Device Tracking Requirements

Customer acknowledges that certain medical devices distributed or sold in Canada, including ventilators, are subject to device tracking and recordkeeping requirements pursuant to the Medical Devices Regulations (SOR/98-282) under Canada's Food and Drugs Act.

In accordance with these regulations, React Health and its Customers are legally obligated to maintain a method of tracking for all distributed medical devices. This tracking enables React Health to promptly track the location of devices that present a risk to patient health and, if necessary, to require their recall or removal from the market.

Customer agrees to:

- i. Maintain accurate and complete distribution records for all React Health medical devices, including purchaser and end-user information as required under the Medical Devices Regulations (SOR/98-282) (sections 52-56), for at least five years from the date of sale or longer if required by law.
- ii. Provide such tracking information to React Health upon request, and within the timelines required by Health Canada and the Medical Devices Regulations (sections 52-56) (typically within ten (10) days);
- iii. Cooperate with React Health and Health Canada in the event of a product recall, safety issue, or inspection related to device tracking obligations.

12. Limitation of Liability

To the maximum extent permitted by applicable law, React Health shall not be liable to Customer or any third party for any indirect, incidental, special, punitive, or consequential damages whatsoever, including but not limited to damages for loss of profits, revenue, goodwill, data, business interruption, or other intangible losses, arising out of or related to the sale, use, or inability to use any Products, even if React Health has been advised of the possibility of such damages.

React Health's total cumulative liability for any claim arising under these Terms shall not exceed the amount paid by Customer for the Product giving rise to the claim. This limitation shall apply whether the claim is based on contract, tort, strict liability, or otherwise.

The foregoing limitations shall not apply to liability resulting from gross negligence or willful misconduct by React Health.

13. Intellectual Property Ownership

Customer will have no right, title, or interest, expressed or implied, in or to any React Health intellectual property, including without limitation patents, trademarks, copyrights, trade secrets, rights of reproduction, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof. Subject to React Health's written brand/use guidelines, Customer has a non-exclusive, non-transferable right to use React Health's trademarks solely to market and resell the Products in Canada during the term of its account and only through Authorized Channels. Upon termination, all such rights cease except for any sell-off rights expressly permitted by React Health in writing.

14. Confidentiality

During the course of this Term, React Health may disclose to Customer certain non-public information or materials relating to the React Health's products, intellectual property, business, business plans, financial information, marketing programs and efforts, customer lists, customer information, financial information and other confidential information and trade secrets ("Confidential Information"). Except as expressly provided herein, Customer will not

use or disclose any Confidential Information without React Health's prior written consent, except disclosure to and subsequent uses by Customer's authorized employees, contractors and consultants on a need-to-know basis, provided that such employees, contractors and consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as Customer's obligations under this Section. Without limiting the generality of the foregoing, Customer acknowledges that due to the unique nature of the Confidential Information, React Health will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, React Health shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

15. Force Majeure

React Health shall not be liable to Customer or any other person or entity by reason of delay in performance, or non-performance, caused by circumstances beyond the reasonable control of React Health, including, but not limited to, acts of God, fire, flood, war, government regulation/direction/request, accident, labor trouble, pandemic, shortage of or inability to obtain material, component parts, equipment, or transportation. In addition, React Health shall not be liable for any delay in filling any order for Products caused by these conditions.

16. Discontinuance of Products

React Health may, at its option, modify or discontinue any Product or accessory, including, but not limited to, discontinuance for obsolescence, substitution, or sale by React Health of a Product line.

17. Sales Compliance

Unless authorized by React Health in advance, all sales by Customer are subject to these conditions and the violation of any part of this section shall void any expressed and implied warranties where permitted by law:

- a. Customer represents and warrants that Customer will abide by all applicable laws related to the sale of the Products, including the disclosure of discounts or rebates on Products reportable to government reimbursement programs, and will maintain all applicable licenses, registrations, and authorizations as required by law.
- b. Customer further agrees to:
 - i. comply with all applicable laws, regulations and accreditation standards relating to the purchase, storage, use, and tracking of the Products.
 - ii. use best efforts to obtain Products subject to any complaint or recall in this section and return such Products to React Health or its agents, and promptly notify React Health in writing (no later than two Business Days after becoming aware) of any actual or potential safety issue, complaint involving injury, adverse event, serious incident, or material Product performance issue.
 - iii. maintain records of serial and or batch numbers of Products with the relevant end user for a minimum of five years from the date of sale.
 - iv. Appointment:
 1. React Health hereby appoints Customer, and Customer hereby accepts appointment, as a nonexclusive marketing and sales distributor for React Health's Products. Any change in control of Customer, whether by operation of law or otherwise, shall be considered an assignment for purposes of this Agreement. React Health shall have the right to immediately terminate this Agreement upon any assignment or attempted assignment of this Agreement or any rights or obligations

- hereunder by Customer.
2. Under no circumstances shall React Health be responsible for any of Customer's liabilities or obligations. Customer shall not claim or represent or bind React Health in any dealings with third parties.
 3. React Health grants no licenses, expressed or implied, under any patents, trademark or other intellectual property to Customer under this Agreement. Customer will have a non-exclusive, non-transferable authorization to use React Health's trademarks associated with the Products solely to promote the resale of Products to patients in Canada during the term of its account and only through Authorized Channels, and Customer agrees to respect and maintain the value and validity of React Health's Marks, including following any guidelines or limitations on the use of React Health's Marks set by React Health. Customer will comply with all federal, provincial and local laws applicable to its advertising, promoting and selling of the Products. Upon termination, Customer shall have no further authorization to use React Health's Marks except with respect to the sale of any inventory that React Health elects not to repurchase pursuant to section 4 (Shipping) or as otherwise expressly permitted by React Health in writing.
- v. Import/Export: Customer is responsible for obtaining required import licenses and making proper customs entry for the Products. For routed export shipments out of the United States, Customer is responsible for meeting applicable United States export regulations and declarations. Customer is not permitted to re-export any React Health Products from the destination country.
- vi. Appointment:
1. React Health hereby appoints Customer, and Customer hereby accepts appointment, as a nonexclusive marketing and sales distributor for React Health's Products. Any change in control of Customer, whether by operation of law or otherwise, shall be considered an assignment for purposes of this Agreement. React Health shall have the right to immediately terminate this Agreement upon any assignment or attempted assignment of this Agreement or any rights or obligations hereunder by Customer.
 2. Under no circumstances shall React Health be responsible for any of Customer's liabilities or obligations. Customer shall not claim or represent or bind React Health in any dealings with third parties.
 3. React Health grants no licenses, expressed or implied, under any patents, trademark or other intellectual property to Customer under this Agreement. Customer will have a non-exclusive, non-transferable, authorization to use React Health's trademarks associated with the Products in order to promote the resale of Products to patients in Canada, and Customer agrees to respect and maintain the value and validity of the React Health's Marks, including following any guidelines or limitations on the use of the React Health's Marks set by React Health or its parent. Customer will comply with all federal, provincial and local laws applicable to its advertising, promoting and selling of the Products. Upon termination, Customer shall have no further authorization to use React Health's Marks except with respect to the sale of any inventory that React Health elects not to repurchase pursuant to section 4 (Shipping).
- vii. Customers located in Canada ("Canadian Customers") are not authorized to resell, rent, or in any other way distribute React Health Products outside Canada without prior authorization. Customer represents and warrants that neither it nor any of its owners, officers, directors, or employees involved in the purchase, use, or distribution of Products is excluded, debarred, suspended, or otherwise ineligible to participate in any Canadian or provincial healthcare program. Customer shall promptly notify React Health in writing in the event of any such exclusion, suspension, or ineligibility
- viii. Customer shall not resell, transfer, or distribute any products to other businesses or third-party resellers without the prior written consent of React Health. All products purchased are intended solely for use on patients by the Customer or for direct-to-consumer sale through the Customer's own authorized channels

- (e.g., company website, physical location). Unauthorized resale may result in termination of account and legal action.
- ix. Customer will comply with all applicable Canadian federal and provincial laws and regulations relating to the purchase, use, and sale of products, including prohibitions on improper inducements and maintaining required licenses and authorizations.
 - x. Comply with React Health's following Policy for the Advertisement of React Health's Products by US Customers:
 - a. Definitions:
 - i. **MSRP:** Manufacturer's Suggested Retail Price
 - ii. **MAP:** Minimum Advertised Price
 - b. React Health reserves the right to enforce the MAP policy.
 - i. MAP Pricing can be obtained by sending an email to: Info@ReactHealth.com.
 - ii. An MSRP is defined for each product code, but no vendor is required to sell at the **MSRP**.
 - c. Customer represents and warrants that neither it nor any of its owners, officers, directors, or employees involved in the purchase, use, or distribution of Products is excluded, debarred, suspended, or otherwise ineligible to participate in any Canadian federal or provincial healthcare program. Customer shall promptly notify React Health in writing in the event of any such exclusion, debarment, suspension, ineligibility, or conviction.

18. Governing Law and Consent to Jurisdiction

This Agreement will be construed in accordance with and governed by the laws of the province of Quebec and the federal laws of Canada applicable therein, without regard to conflicts rules. Venue and jurisdiction for any action brought related to the sale, purchase or use of Products sold by React Health shall be in the courts of Montréal, in the province of Quebec. The parties irrevocably attorn and submit to the exclusive jurisdiction of such courts. Notwithstanding the foregoing, React Health may seek injunctive or equitable relief in any court of competent jurisdiction. The parties agree that service of process may be effectuated by delivery to the address used for written communications. If React Health brings an action for any relief or collection against Customer arising out of these Terms and Conditions, Customer will be responsible for reasonable attorneys' fees and costs actually incurred in bringing such action. Any mandatory consumer protection rights that cannot be waived under applicable law remain unaffected.

19. Entire Agreement

These Terms, together with any applicable written warranty statements, order confirmations, and any written agreements signed by both parties, constitute the entire agreement between you and React Health regarding its subject matter, and supersede any prior or contemporaneous oral or written agreements, representations, understandings or discussions between you and React Health.

20. Notice

All notices or communications required or permitted by Customer under these Terms or any other agreement between React Health and Customer will be given in writing and delivered by hand, by registered mail, by nationally recognized courier service (e.g., Federal Express, UPS, and DHL), or by email with confirmation of receipt to the addresses specified by the parties. Notices by registered mail or courier are deemed received on delivery; notices by email are deemed received when the recipient confirms receipt or on the next Business Day if sent outside normal business hours. The parties have expressly requested that these Terms and all related documents be drawn up in English. A French version is available upon request and will be provided as required by applicable law in Quebec. React Health's address for notices is: 2095 Chemin du Village, suite 110, Mont-Tremblant, QC J8E 3M3.

21. Non-Waiver

Failure of React Health to insist on strict performance by Customer of any term or condition of these Terms at any time shall not be construed as a waiver by React Health of such performance in the future or of the waiver of any other term or condition contained herein.

22. Severability

If any provision of these Terms shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of these Terms shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained in these Terms.

23. Reservation of Right to Modify Terms

React Health reserves the right to modify these Terms at any time. Material changes will be communicated by reasonable notice (e.g., email, posting on www.ReactHealth.ca, or on order forms), and such changes will apply to Orders placed after the effective date of the change.