

Q BIOTECH CORP. STANDARD TERMS AND CONDITIONS OF SALE

Scope of Applicability

1. These General Terms and Conditions of Sale (“GTCS”) apply to all sales of goods by Q Biotech Corp notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.
2. We reserve the right to change these GTCS at any time.

Offers, Purchase Orders and Order Confirmations

1. All offers made by us are open for acceptance within thirty calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered.
2. All purchase orders issued by you shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on us unless and until confirmed by us in writing.

Prices and Terms of Payment

1. The prices for goods shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.
2. Unless expressly stated otherwise in our order confirmation, payment for goods shall be made by ACH transfer without offset or deduction or a check from a US bank payable to “Q Biotech Corp”.
3. You must submit such financial information from time to time as may be reasonably requested by us for the establishment or continuation of payment terms. We may in our sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.
4. If you fail to pay any invoice within seven calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within seven calendar days of the expiration of the grace period. Further, we may charge you interest from the due date to the date of payment at the rate of 1 ½ % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled at law or in equity.
5. Title to goods delivered shall remain vested in us and shall not pass to you until the goods have been paid for in full. If you fail to pay any invoice within fourteen calendar days of the due date of payment, we may retake the goods covered by the invoice. You must insure all goods delivered to their full replacement value until title to the goods has passed to you.

Terms of Delivery and Late Delivery

1. Unless expressly stated otherwise in our order confirmation, all deliveries of goods shall be in accordance with Incoterms 2020. The risk of loss of or damage to goods shall pass to you in accordance with the agreed delivery term.
2. The delivery dates of goods shall be those set forth in our order confirmation. If we fail to deliver goods within seven calendar days of the agreed delivery date, you may terminate the applicable purchase order in whole or in part (as to those goods affected by the delay) by providing written notice of termination to us within seven calendar days of the expiration of the grace period. Further, you may claim damages for any loss suffered as a result of the delay subject to the limitation of liability below. These shall be your exclusive remedies for late delivery.
3. We reserve the right to make delivery in instalments.

Acceptance of goods

1. You must inspect goods delivered upon receipt. You are deemed to have accepted goods delivered unless written notice of rejection specifying the reasons for rejection is received by us within five calendar days after delivery of the goods.

Warranty

1. We warrant that upon delivery and for a period of twelve months from the date of delivery goods purchased hereunder will conform in all material respects to the applicable manufacturer's specifications for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than us.
2. With respect to goods which do not conform to the warranty our liability is limited, at our election, to (i) refund of the purchase price for such goods less a reasonable amount for usage, (ii) repair of such goods, or (iii) replacement of such goods; provided, however, that such goods must be returned to us, along with acceptable evidence of purchase, within fourteen calendar days after you discovered the lack of conformity or ought to have discovered it.
3. We make no other warranty, express or implied, with respect to goods delivered hereunder, and the warranty constitutes our sole obligation in respect of any lack of conformity of goods delivered hereunder (except title). In particular, we make no warranty with respect to the merchantability of goods delivered or their suitability or fitness for any particular purpose.

Intellectual Property Rights Infringement

1. If any goods delivered hereunder are held to infringe a third party's patent, utility model, design, trademark or other intellectual property right and you are enjoined from using same, we will, at our option and expense, (i) procure for you the right to continue using the goods; (b) replace the goods with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; (c) modify the goods to make them non-infringing; or (d) refund the purchase price of the goods less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement and you waive any and all other rights and remedies.

Limitation of Liability

1. Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, re-procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, equity, warranty or otherwise.
2. We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

Force Majeure

1. Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions, pandemics or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

Miscellaneous

1. **Notices.** All legal notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Invoice and in the case of Q Biotech with copy to its corporate headquarters at 333 Rio Rancho Blvd, Ste 303, Rio Rancho NM 87124, Attention: CEO All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
2. **Severability.** In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
3. **Governing Law, Jurisdiction and Venue.**

This Agreement shall be governed by the laws of the State of New Mexico and the United States of America, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court in Sandoval County, New Mexico. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Buyer irrevocably submits and consents to the exclusive jurisdiction of the applicable courts specified in this Section, and hereby agrees that such courts shall be the exclusive proper forum for the determination of any action, proceeding or claim arising from or relating to this Agreement. Any legal action must be brought within one year after the claim or cause of action occurs, regardless of any application of a statute of limitations.

Entire Agreement. This Agreement sets forth the entire agreement between Buyer and Q Biotech with respect to the subject matter hereof and supersedes any and all prior and contemporaneous writings, communications, verbal or otherwise, agreements and understandings, relating to the same subject matter. Q Biotech reserves the right to change these terms at any time. The version date for these terms may be found at the footer of this page.