



EQUIPMENT PURCHASE AGREEMENT Rev E (v180501)

1. ITEMS PURCHASED. Seller (AVACEN Medical) with its principal address at 9835 Carroll Centre Rd #104, San Diego, CA 92126 agrees to sell and Buyer agrees to buy, an AVACEN 100 heat therapy device (the "Goods") in accordance with the terms and conditions of this Agreement.

2. PAYMENT. Buyer shall pay the amount selected on the AVACEN Medical webpage.

3. CREDIT CARD CHARGE DISPUTES. Buyer acknowledges that Seller is accepting a credit card as payment for Goods as a convenience to Buyer. Should the Buyer desire to not enter into this agreement, Seller is willing to accept personal and business checks, wire transfers and cash as alternate forms of payments. Buyer also understands that a key asset of Seller is its relationship with its Credit Card Processors such as MasterCard, Visa, American Express and Discover Card. Furthermore, Buyer realizes that the disruption of that relationship by Buyer filing a credit card dispute related to their Product purchase with the Credit Card Processor may cause irreparable damage to Seller. Therefore, those Buyers who purchase via credit card understand that as a fair and equitable alternative to any conflict of payment, as it relates to Goods purchased via credit card under this agreement, is subject to the ARBITRATION section below.

4. DELIVERY. Seller shall use best efforts to ship the Goods within 5 business days after Buyer's payment to such address as specified by Buyer.

5. PAYMENT OF TAXES. Buyer agrees to pay all taxes of every description including, but not limited to, federal, state, municipal and VAT that arise as a direct result of this Agreement excluding those related to Sellers income taxes.

6. WARRANTIES. Seller warrants that the Goods have been certified and shall be free from all defects in material and workmanship under normal use for a period of thirty-six (36) months, or such Extended Warranty period purchased by Buyer, from the date of initial shipment of Goods. The obligations of AVACEN Medical under the warranty shall be limited to repair or replacement (at AVACEN Medical's option) of any Goods (or part thereof) under warranty that AVACEN Medical reasonably determines to be covered by the warranty and to be defective in workmanship or materials. Consumer Warranty is void if used for rental, military or commercial purposes (see AVACEN 100 User Guide for more details).

NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE AGREEMENT, AVACEN WILL NOT BE LIABLE TO BUYER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT BUYER PAID TO AVACEN UNDER THIS AGREEMENT.

IN NO EVENT WILL AVACEN BE LIABLE TO BUYER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE AGREEMENT, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. INSPECTION. The Buyer, upon receiving possession of the Goods, shall have 3 days to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If the Buyer, in good faith, determines that all or a portion of the Goods are non-conforming, the Buyer may return the Goods to the Seller. The Buyer must provide written notice to the Seller of the reason for rejecting the Goods. The Seller will have 15 business days from the Buyers Notice to remedy such defects or refund Buyer all monies paid hereunder including the costs of return ground shipping to Seller.

8. REFUND.

Only one device per original purchaser can qualify for the payment reimbursement. Discounted devices do not qualify for money-back returns. When multiple devices are purchased and one is being returned, the refund amount is based on the lower-priced device.

To qualify for 90% reimbursement you will need to: (1) be an original purchaser and follow our clinically proven use protocol of 15 minutes twice daily (early morning and before bed) for at least 50 of the 60 days; (2) request a Return Merchandise Authorization (RMA) from customer service (RMA@AVACEN.com) within 65 days of AVACEN 100 delivery to you and ship the AVACEN 100 back within 5 days receiving your RMA and; (3) return the AVACEN 100 in a 'like new' condition, including manuals and re- packed, in the same manner as received, in the original shipping container. An accepted Equipment Purchase Agreement (either online or written) is required prior to shipping to qualify for any refund.

To qualify for 80% reimbursement, you will need to: (1) request a Return Merchandise Authorization (RMA) from customer service (RMA@AVACEN.com) within 65 days of AVACEN 100 delivery to you and ship the AVACEN 100 back within 5 days receiving your RMA and; (2) return the AVACEN 100 in a 'like new' condition, including manuals and re- packed, in the same manner as received, in the original shipping container. An accepted Equipment Purchase Agreement (either online or written) is required prior to shipping to qualify for any refund.

If you paid VAT; you must apply for the VAT refund. If AVACEN paid VAT; this amount will be deducted from the refund and AVACEN will apply for the VAT refund and pay any money refunded to you after received by AVACEN.

Amounts not refunded cover the cost of depreciation, refurbishing, re-packaging and re-certification of the AVACEN 100.

No refunds will be issued OR RETURNS ACCEPTED if these policies or timelines are violated in any way.

IF YOU NEED TO RETURN (including warranty claims) you **MUST** have a Return Merchandise Authorization (RMA) Number

YOU **MUST** WRITE THE RMA ON THE OUTSIDE OF THE RETURN BOX

TO GET YOUR RMA: email your request to RMA@AVACEN.com with the serial number of your product (found on the bottom of the AVACEN 100).

Your Return Merchandise Authorization (RMA) Number **can only be issued by AVACEN Medical Customer Service.** Returns WILL NOT be accepted without a valid RMA.

INSTRUCTIONS: Return ALL items that arrived inside the original box: AVACEN 100, power supply & cord, unused mitts, user guide and marketing literature.

IMPORTANT: If the device is returned in a condition other than 'like new', you will be charged to repair and return the device to a 'like new' condition. These charges will be deducted from your refund, if any. You are not required to purchase insurance if you return the device using, FedEx, UPS or DHL.

RMA RETURN SHIPPING ADDRESS: Will be emailed to you along with your RMA by AVACEN Medical Customer Service.

To allow proper inspection of returned products, refunds will be processed within 15 days after return is received.

The Return Merchandise Authorization (RMA) process can be viewed at: **<https://AVACEN.com/RMA/>**

9. DEFAULT. Failure to make a required payment due hereunder or the dispute of any payments made hereunder by Buyer shall constitute a material default under this Agreement and Buyer agrees to immediately return the Goods to Seller at Buyers expense.

10. REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement, the other party may elect to cancel this Agreement if the default is not cured within 15 business days after providing written notice to the defaulting party.

11. FORCE MAJEURE. If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control, ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitations, acts of God, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures.

12. LIABILITY AND INDEMNITY. Liability for injury, disability, or death of Buyer and other persons caused by operating, handling, or transporting the Goods after Delivery to Buyer is the obligation of the Buyer, and the Buyer shall indemnify and hold the Seller harmless from and against all such liability.

13. ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration conducted by a professional arbitrator at San Diego, CA in accordance with the then-current Commercial Arbitration rules of the American Arbitration Association.

14. NOTICES. Any notice of communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by tracked delivery service to Seller's address above or to Buyer's address as specified in Buyer's online order, or to such other address as one party may have furnished to the other in writing.

15. ASSIGNMENT. Buyer may not assign or transfer this Agreement, including Warranties, without prior written consent of the Seller, which consent shall not be unreasonably withheld.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

17. AMENDMENT. This Agreement may be modified or amended only if the amendment is made in writing and signed by both parties.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.