

Supplementary Terms and Conditions of Sales

AltoCare

For Instruments, Nicoya Lifesciences offers training and warranty services ("**Services**"). In addition to Nicoya Lifesciences' General Terms all Services are subject to Nicoya Lifesciences' Supplementary Terms set forth below. If any applicable Supplementary Terms conflict with the General Terms, the Supplementary Terms shall control. As used herein, "**Instruments**" means Alto Instruments.

AltoCare Services and Warranty

Available for purchase in twelve (12) month increments.

Services

AltoCare services include full system diagnostics of the Alto Instrument, remote monitoring, updates and support services.

Warranty

The AltoCare warranty applies only to the Buyer. No third party claims will be honored. Subject to the warranty exclusions set forth below, the AltoCare warranty provides coverage of all instrument repairs, including parts and travel, and automatic updates and licenses for twelve (12) months from the date of shipment ("**AltoCare Warranty Period**") or the start date of the warranty if otherwise communicated.

Scheduling

Nicoya Lifesciences will work with you to schedule Instrument Services at a time that is mutually convenient.

Warranty Exclusions

Unless otherwise required by law, the AltoCare warranty does not include/apply to:

Any Alto Instruments not used in accordance with Nicoya Lifesciences' published documentation.

Any Alto Instruments sold as refurbished, reconditioned or used;

Any Alto Instruments sold through an unauthorized reseller;

Any Alto Instruments used in a country or associated region different from the country or associated region in which the Alto Instruments were sold to Buyer; and

Alto Instruments which have been repaired, altered or modified in any way or parts have been replaced by anyone other than those employed by Nicoya Lifesciences without the prior written consent of Nicoya Lifesciences.

Decontamination and Safe Working Environment

Decontamination Obligations. Before Nicoya Lifesciences performs Instrument Services on a Nicoya Lifesciences Instrument, Buyer will fully decontaminate its Instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material and, if Nicoya Lifesciences requests, Buyer will submit an accurate and completed certificate of decontamination.

Moving Instrument. If Nicoya Lifesciences reasonably requests, Buyer agrees to move its Instrument to another location that Nicoya Lifesciences reasonably deem is safe for Nicoya Lifesciences employees to perform Instrument Services.

Biosafety Level-3 and 4 Laboratories. Nicoya Lifesciences does not service instruments in biosafety level-3 laboratories, unless Nicoya Lifesciences agree otherwise in writing in advance. There may be an additional charge and additional terms for instrument Services in such facilities. Nicoya Lifesciences does not service instruments in biosafety level-4 laboratories.

Repair Parts

Repair or Replacement. Nicoya Lifesciences will repair or replace any parts of the Instrument based on its reasonable professional judgment, considering which option will minimize Instrument downtime for the Buyer.

New, Used or Reconditioned Parts. Nicoya Lifesciences may use new, used, or reconditioned parts. All parts will have the same warranties as new parts. Nicoya Lifesciences may retain any replaced part.



Supplementary Terms and Conditions of Sales

Parts Only Warranty

For Instruments, Nicoya Lifesciences offers training and warranty services ("**Services**"). In addition to Nicoya Lifesciences' General Terms all Services are subject to Nicoya Lifesciences' Supplementary Terms set forth below. If any applicable Supplementary Terms conflict with the General Terms, the Supplementary Terms shall control. As used herein, "**Instruments**" means OpenSPR & OpenSPR-XT Instruments. Further, OpenSPR Demo Instrument means OpenSPR and/or OpenSPR-XT instrument sold by Nicoya Lifesciences to a Distributor for purposes of performing customer demonstrations.

OpenSPR Parts Only Warranty

Available for twelve (12) month increments after expiration of the Limited Warranty. Includes costs of all parts and shipping.

Buyers may purchase the Parts Only Warranty from Nicoya Lifesciences only if the Buyer has been certified by Nicoya Lifesciences to perform warranty repairs. In order to be certified by Nicoya Lifesciences to perform warranty repairs, the Buyer and its service engineers must have successfully completed Nicoya Lifesciences's field service engineer training (the "**Field Service Engineer Training**"). The Field Service Engineer Training will take place at Nicoya Lifesciences's facilities in Canada or virtually.

Buyer will be solely responsible for performing all warranty repairs associated with the Parts Only Warranty.

Buyer acknowledges and agrees that Nicoya Lifesciences will have no obligation to provide direct support of any kind to Buyers that purchase a Part Only Warranty.

Parts Only Warranty Exclusions

In addition to the Warranty Exclusions included within Nicoya Lifesciences' General Terms of Sales, unless otherwise required by law, the Parts Only Warranty does not include/apply to the following Instrument components:

- Clamp assembly outside of instruction from Nicoya Lifesciences Customer Success team
- Solenoids on the pump
- Lens assembly
- Valve removal from holder
- Screws on the sensor holder
- Removing pump assembly individual parts
- Fiber optic cables

Any OpenSPR demo instrument not used in accordance with Nicoya Lifesciences' published specifications and not shipped by the Buyer/Distributor in accordance with Nicoya's Shipping Guidelines.

