

This Agreement (the "Agreement") is entered into as of January 1, 2024, (the "Effective Date") by and between ELvation Medical LLC, having its principal place of business at 1475 Alderman Drive, Alpharetta, GA 30005 (referred to as the "Seller"), and EPIC, Equine Purchasing and Inventory Company, 20071 US HWY 381, Stephenville, TX, 76402 (referred to as "Purchasing agent"). Also, members of EPIC are hereby referred to as the "Buyer".

1. PRODUCT AND TERMS

1.1 The Seller agrees to sell, and the Purchasing agent agrees to help facilitate purchases of the PiezoWave² Vet Touch and specified veterinary therapy sources (referred to as product) to equine veterinarians (buyer) that are members of EPIC (the "purchasing agent").

1.2 Group purchase discounts will be provided at a flat rate of 15% on each order. To be granted this discount, **Buyer must identify themselves as a member of EPIC upon initiation of purchase discussion.** Seller will confirm with Epic (Purchasing Agent) that the buyer is a member of EPIC before granting the discounts defined in this agreement.

2. TERM

This Agreement shall be valid for a period of one (1) year, commencing on January 1, 2024, and ending on December 31, 2024 (the "Term").

3. TERMINATION

Either party may terminate this Agreement at any time during the Term by providing written notice to the other party. Upon termination, any outstanding obligations and rights accrued before the effective date of termination shall survive.

4. PAYMENT

4.1 The Buyer agrees to pay the Seller the agreed-upon purchase price for the Product.

4.2 Payment shall be made prior to shipping of the PiezoWave²-Vet equipment

5. DELIVERY

The Seller shall deliver the Product to the Buyer at the location specified by the Buyer. The Buyer shall be responsible for all shipping and handling costs unless otherwise agreed upon in writing.

6. TERMS AND CONDITIONS OF SALES

The Seller sells the PiezoWave² Vet Touch and specified veterinary therapy sources with the intended use described addendum A and with warranty as described in addendum B.

Sales will be managed by Cindy Harrington, Animal Health business manager at ELvation Medical LLC. ELvation Medical must be notified by the buyer that they are a member of EPIC upon initiation of conversation about a potential sale to assure the group rates can be applied.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Sales Agreement as of the Effective Date.

SELLER:

ELvation Medical LLC

Signature: _____

Name: [Name]

Title: [Title]

Date: _____

PURCHASING AGENT:

EPIC, Equine Purchasing and Inventory Company

Signature: _____

Name: [Name]

Title: [Title]

Date: _____

Addendum A- Intended Use

INTENDED USE OF THE AND PIEZOWAVE^{2 TOUCH VET} FOR VETERINARY USE:

The PiezoWave^{2 Touch Vet} is a veterinary medical device that should be used only under the guidance of a licensed veterinary professional.

This product including the specific therapy sources is exclusively approved for veterinary use and must not be used in human medicine. The areas of application and contraindications of the PiezoWave^{2 TOUCH VET} and its therapeutic sources are described in the instructions for use. The application basically includes the treatment of the musculoskeletal system.

Initials /date ELvation Medical LLC

Initial/ date EPIC

Addendum B -Standard Warranty and Customer Service

Elvation Medical guarantees our equipment to be free from any defects in materials and workmanship under normal use and service for one year or 5,000,000 pulses for the F7G3/ FBL 10x5 G2/F10G4/FB10G6/F10G10 therapy head and one year for the Control Unit and Pedal Footswitch. Elvation Medical warrants all other accessories for 30 days. Elvation Medical's general terms and conditions may be found on the back of our invoice. Parts delivered separately by Elvation Medical are subject to all of the same general terms and conditions for our products, including the limitations of warranty and liability. In the event of product re-sale, the conditions of this warranty are not transferable. All products must be returned to Elvation Medical for any necessary or desired repair or part replacement. No product repair or part replacement should be done by any party other than Elvation Medical unless the care and instruction manual or other written information indicates that repair or part replacement is authorized. If authorized, parts must be re-placed only by parts supplied or specified by Elvation Medical and product repair and part replacement must be done in strict conformance with Elvation Medical specifications and instructions for repair and part replacement, including post replacement testing and recalibration. Failure to follow this requirement in any way can be dangerous to you, your personnel and your patients and voids the warranty for the product repaired or the product in which the part was replaced and if the part was supplied by Elvation Medical, for that part. Delivery by Elvation Medical of technical documents such as circuit or other design diagrams does not constitute authorization for product repair or part replacement. Elvation or Richard Wolf equipment and other products should never be modified or altered under any circumstances. Contact Elvation Medical if you have any question regarding the repair of Richard Wolf and Elvation equipment and products. These instructions are not intended to cover all details or variations in equipment, nor to provide for every possible contingency to be met in connection with installation, operation, or maintenance. Should further information be required or should problems arise which are not covered sufficiently for the purchaser's purpose, the matter should be referred to Elvation Medical. National sales and service offices are located in USA and Germany. Trained distributor personnel are located throughout the U.S. to serve you. For any questions regarding this equipment, or to place an order, contact Elvation Medical.

1.1. REPAIR POLICY Defective merchandise will be repaired or replaced at no charge to the customer, provided the customer delivers such defective merchandise prepaid. Any repairs, maintenance or servicing of Elvation merchandise by anyone other than a factory authorized representative will render our warranty null and void.

1.2. REPAIR SHIPMENTS When returning your product for repair, we suggest that you prevent shipping damage to the product by re-using the box that it was originally shipped in. Elvation also recommends that the product be insured for an amount to cover the cost of replacement.

1.3 EXTENDED WARRANTY

An extended warranty is available for purchase for therapy sources and control unit. Please email eddie.jentz@elvationusa.com for more information. If extended warranty is purchased at the end of the original one (1) year warranty, we require that all equipment is sent in for a performance check. The extended warranty can be purchased with the initial purchase or at any time within 10 million pulses on any device. Once purchased, the extended warranty begins at the end of the original warranty

1.4 ANNUAL PERFORMANCE CHECK • A performance check is recommended once per year for both the Control Unit and Therapy Source(s). The cost of a performance check includes ground shipping and the checking of the Control Unit and one (1) Therapy Source. To check any additional therapy source is an additional fee. • This cost is not covered within the extended warranty purchase.

1.5 LOANER POLICY Loaner unit and/or therapy source is included when equipment is under warranty, but subject to service pool availability. To expedite the service of broken equipment, we recommend that Customer sends in faulty equipment as soon as they're provided labels, regardless of loaner availability. If equipment is not under warranty, there is a rental fee that includes the loaner Control Unit and one (1) Therapy Source.

Initials/Date Elvation Medical LLC

Initials/Date EPIC