

TRUE SILENCE TERMS OF SALE

1 APPLICATION

- 1.1 These Terms of Trade apply to every order for products or services (**Products**) that you place with TrueSilence Therapeutics, Inc. (**we, us or our**), unless there is a separate written agreement signed by both parties which excludes these terms. If there is such an agreement and it does not exclude these terms, both these terms and the terms of that agreement apply, and the agreement prevails if there is any inconsistency.
- 1.2 Subject to clause 1.1, each order that you place with us, once accepted by us in accordance with clause 2, forms a binding agreement on these terms, the terms set out in our quote for the Products (**Quote**), the QCore dashboard the terms of use set out at [Dashboard Terms](#) and (if applicable) any other agreement referred to in clause 1.1 (together, **Terms**).
- 1.3 The Terms apply to the exclusion of any standard or other terms you may have for the purchase of goods or services.

2 ACCEPTANCE

Our acceptance occurs on the earlier of when we supply the Products to you or notify you by email that we accept your order. We can reject an order for any reason. Once accepted, an order cannot be cancelled without written agreement of both parties.

3 PRODUCTS

- 3.1 The Products will be described in our Quote, and may consist of:
 - a earphones (**Hardware Products**). Included with each purchase of Hardware Products is the right for a patient to use the QCore patient software for 12 months; or
 - b extended rights for patients to use the QCore patient software after the initial 12 month period.
- 3.2 When you purchase any Hardware Product, you also receive access to the QCore dashboard.

4 PRICE AND PAYMENT

- 4.1 The prices set out in a Quote are only valid until the expiry date listed in that Quote or, if none is stated, for 30 days from the date of the Quote.
- 4.2 If, following your receipt of a Quote for Hardware Products, there is a price increase that is beyond our control, we reserve the right to increase the price as we consider necessary.
- 4.3 You must pay the price stated in the Quote for the Products before we will ship the Hardware Products. Prices exclude sales taxes, GST, VAT and taxes of a similar nature (if applicable), which you must pay where applicable, unless you provide us with a valid tax exemption certificate.
- 4.4 Payment must be by electronic transfer or credit card.

5 PRODUCT USE

- 5.1 The Products must not be used by anyone under the age of 18 years old.

- 5.2 Patients' use of the QCore patient software is subject to the terms of use set out at [Patient Software Terms](#). If a patient does not agree to the Patient Software Terms, they will not be able to use the QCore patient software.

- 5.3 Your use of the QCore dashboard is subject to the Dashboard Terms.

6 DELIVERY

- 6.1 We will deliver the Hardware Products to the shipping address stated in the Quote or otherwise agreed in writing. Any stated time for delivery is an estimate only. You must accept and pay for the Products regardless of any delay. We will not be liable for any loss or damage resulting from any delay, however caused.
- 6.2 Title to the Hardware Products passes to you on the later of delivery and payment in full for the Hardware Products. Risk in the Hardware Products passes to you on delivery.

7 WARRANTIES

- 7.1 The Hardware Products are manufactured by a third party manufacturer and are supplied with a manufacturer's warranty. For details of the manufacturer's warranty, please contact us.
- 7.2 If there is a fault or defect in the Hardware Products that is covered under the manufacturer's warranty, please contact the manufacturer.
- 7.3 To the maximum extent permitted by law, we do not give any warranty relating to the Products, other than the warranties (if any):
 - a that we make directly to patients in the Patient Software Terms;
 - b that we make to you in the Dashboard Terms; or
 - c for which we cannot exclude our liability.
- 7.4 To the maximum extent permitted by law, our warranties are limited to those set out in the Patient Software Terms and the Dashboard Terms, and all other conditions and warranties (including any warranty of merchantability, fitness for a particular purpose or non-infringement) are expressly excluded.

8 INTELLECTUAL PROPERTY

- 8.1 We (and our licensors) own all intellectual property rights in the Products and any accompanying documentation.
- 8.2 Nothing in the Terms acts to assign or licence any of our (or our licensors') intellectual property rights to you.
- 8.3 Except to the extent expressly permitted by law that cannot be excluded by the Terms, you must not copy, modify, decompile, reverse-engineer, re-sell, sub-license or otherwise deal in the Products without our written consent.

9 LIABILITY

Our maximum aggregate liability to you in connection with the Terms or the Products will not exceed the amount paid by you for the Products giving rise to liability. We are not liable to you for any loss of profit, revenue, savings, business, data, goodwill, or any consequential, indirect, incidental or special damage or loss of any kind.

10 GENERAL

- 10.1 For us to waive a right under the Terms, that waiver must be in writing and signed by us.
- 10.2 Any illegality, unenforceability or invalidity of a provision of the Terms does not affect the legality, enforceability or validity of the remaining provisions.
- 10.3 Any variation to the Terms must be in writing and signed by both parties.
- 10.4 The Terms set out everything agreed in relation to the supply of the Products and supersede and cancel anything discussed, exchanged or agreed prior to their start. If there is any inconsistency between the Quote and the other Terms, the other Terms prevail.
- 10.5 You must not assign or transfer your obligations without our prior written consent.
- 10.6 The Terms are governed by and interpreted in accordance with, the laws of the State of New York. We both submit to the non-exclusive jurisdiction of the state and federal courts located in the State of New York in relation to any dispute connected with the Terms.