

Schedule 2

RAYNER - TERMS AND CONDITIONS OF SALE

1. APPLICATION OF TERMS

These Terms and Conditions of Sale ("Terms") apply to all goods ("Products") agreed to be supplied to Customer by Rayner Surgical Inc. ("Rayner"), and any variation to these Terms, whether by purchase orders, invoices or otherwise, and any representations about the Products, shall have no effect unless agreed upon in writing and signed by the CEO of Rayner. Any notices required to be sent under these Terms shall, if to Customer, be sent to the address to which Customer has instructed Rayner to deliver Products, and if to Rayner, be sent to Rayner at 1255 Lynnfield Rd Suite 257, Memphis, TN, 38119.

2. ORDERS; DELIVERY

2.1 No order shall be deemed accepted by Rayner until Rayner issues a written acknowledgement of the order or (if earlier) delivers Products.

2.2 Rayner may deliver Products by separate instalments. Any dates specified by Rayner for delivery of the Products are intended to be an estimate, and time for delivery shall not be made of the essence by notice. Rayner shall not be liable for any delay in delivery or failure to deliver where such delay or failure arises, or results from, any cause beyond Rayner's control.

2.3 Unless otherwise agreed by Rayner, delivery of Products shall be FOB shipping point. Customer bears all risk of loss of and damage to the Products from and after Rayner's delivery of the Products to a carrier for shipment to Customer. Title to Products shall not pass to Customer until Rayner has received in full (in cash or cleared funds) all sums due to it in respect of the Products. Customer grants Rayner, its agents and employees an irrevocable licence at any time to enter any premises where the Products to which Rayner retains title in accordance herewith are or may be stored, in order to inspect them, or, where Customer's right to possession has terminated, to recover them.

3. USE OF PRODUCTS

3.1 Customer shall use and store the Products in accordance with all Product labelling and instructions provided by Rayner.

3.2 Customer shall use the Products in compliance with all applicable laws and regulations, including the following:

- (a) Customer shall ensure that the Products are used only by licensed medical facilities or licensed medical practitioners;
- (b) Customer shall not provide advice about reimbursement or billing codes for the Products beyond accurately conveying publicly available information on these topics;
- (c) Customer shall not use any marketing materials for the Products other than those supplied by Rayner;
- (d) Customer shall report promptly to Rayner any patient injury caused by the Products; and
- (e) Customer shall (i) maintain records of the names and addresses of end users of the Products and related Product

serial numbers to facilitate any necessary recalls, market corrections, field notices or other action and (ii) cooperate with Rayner, at Rayner's request and expense, in connection with any recall, market correction, field notice or other action initiated by Rayner.

4. PAYMENT

4.1 Unless otherwise agreed by Rayner in writing, the purchase price for the Products shall be the purchase price specified by Rayner on the date of delivery. The purchase price is exclusive of all costs and charges for packaging, loading, unloading, carriage and insurance, all of which shall be payable at the time of payment of the purchase price.

4.2 All payments are due in full, without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless otherwise provided in any Consignment Stock Agreement that Rayner and Customer have entered into, net 30 days from date of Rayner's invoice. No payment shall be deemed to have been received until Rayner has received cleared funds.

4.3 If payment is not received by the due date, Rayner shall charge interest at the rate of 1.5% per month (18% p.a.) or the maximum legal rate, whichever is less, from the due date thereof until payment is received.

4.4 Payments will be received by a bank simply as a clearing agency. The receiving bank has no authority to determine whether or not the amount remitted constitutes payment in full. Deposit of a payment shall not indicate Rayner's acceptance of the payment as payment in full of amounts due unless the payment is in fact payment in full.

5. LIMITED WARRANTY; DISCLAIMER

5.1 Rayner warrants that, on delivery of the Products to a carrier for shipment to Customer, the Products shall conform in all material respects to Rayner's published specifications for the Products. Customer shall give written notice of any failure by any Products to conform to the foregoing warranty to Rayner, or of damage to any Products in transit to the carrier, within 3 days after delivery of the Products. Otherwise, Customer is deemed to have accepted the Products and Customer shall have no further right to reject the Products or to submit a claim for breach of warranty. Customer shall submit a claim for and damage to any Product(s) in transit to the transit insurer and shall be solely responsible for pursuit of such claim.

5.2 If any Product does not conform to the warranty in condition 5.1, Rayner's sole obligation, and Customer's exclusive remedy, shall be replacement of the nonconforming Product; provided that, if Rayner so requests, Customer shall return the nonconforming Products to Rayner.

5.3 THE LIMITED WARRANTY SET FORTH IN CONDITION 5.1 IS EXCLUSIVE AND IN LIEU OF, AND RAYNER HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

6.1 (a) RAYNER'S TOTAL LIABILITY TO CUSTOMER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) AND BREACH OF STATUTORY DUTY, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT; AND (b) RAYNER SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, LOSS OF BUSINESS AND DEPLETION OF GOODWILL, INCURRED BY CUSTOMER AND ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) AND BREACH OF STATUTORY DUTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Nothing in these Terms excludes or limits the liability of Rayner for (a) death or personal injury; or (b) fraud; or (c) any other matter for which exclusion or limitation of liability would not be enforceable.

7. DISPUTE RESOLUTION

All disputes arising under these Terms shall be governed by and construed in accordance with the substantive laws of the State of Delaware, USA, without regard to its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising from, connected with or related in any manner to these Terms and/or the Products, shall be resolved and decided by binding arbitration in Memphis, Tennessee, USA, pursuant to the Rules of Arbitration of the International Chamber of Commerce ("ICC"). In the event of any conflict between the rules of the ICC and any provisions of these Terms, these Terms shall govern.