

**GETINGE USA SALES, LLC
SERVICE TERMS AND CONDITIONS**

The servicing of certain equipment, identified in a price quote signed by Getinge USA Sales, LLC (“Getinge”) and Customer (“Quote”), is expressly conditioned on Customer’s assent to these Service Terms and Conditions (“Terms and Conditions” or “Agreement”). The Terms and Conditions are applicable to the extended warranty or service plan included in Quote (“Service Plan”). Any additional or revised terms, proposed by Customer, are expressly rejected, and are not binding upon Getinge unless agreed to in writing. Any oral or written representation, warranty, or course of dealing not contained in these Terms and Conditions shall not be binding on either party.

- 1) Service Plan. The Service Plan provides details of the agreed upon scope of services, rates, and hours of operation.
- 2) Payment Terms. The amount listed on the Quote (“Annual Price”) is due from Customer in accordance with the terms specified in the Quote. Any services outside of the scope of the Service Plan will be charged at the prevailing rates. Customer will make payment for services within thirty (30) days from the date of Getinge’s invoice.
- 3) Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes that are imposed on that party with respect to the transactions and payments thereunder. Customer agrees to pay applicable sales, use, value added, excise and service taxes that Getinge includes on invoice and is legally obligated to collect from Customer. However, if Customer furnishes, or has furnished, Getinge with an exemption certificate covering such taxes, it is not obligated to pay such taxes to Getinge.
- 4) Inspection of Equipment. Equipment, not previously covered by a Getinge extended warranty plan or other service plan, is subject to inspection to determine its condition. If any repairs are required to meet the original manufacturer’s specifications, or if Equipment is unrepairable, Getinge will provide written notice to the Customer, and may amend the Quote to remove such Equipment and make any required adjustments to the Annual Price.
- 5) Parts. Getinge may utilize new and refurbished parts in its performance under the Service Plan. All replacement parts are installed as an exchange for the existing parts. Upon removal of any parts from the Equipment, such parts become the property of Getinge.
- 6) Termination.

(a) General. Either party may terminate this Agreement, in whole or in part, for cause with thirty (30) days prior written notice, and for convenience with ninety (90) days prior written notice. Termination for cause exists when a material breach of the Agreement has occurred, performance of the obligations under the Agreement is impossible or termination is required by law. Upon receipt of notice, Getinge may cancel any services scheduled to be performed after the termination date. Customer will be invoiced for charges incurred through the termination date. Upon termination or expiration, Getinge will not be responsible for repairing Equipment, which required repair prior to the termination or expiration date, if: (i) Getinge is advised after the expiration or termination date; or (ii) a repair visit is not scheduled prior to termination or expiration. In the event of termination, a pro-rata credit memo of the amount paid for services, shall be provided to the Customer.

(b) For Partner Plan. Customer may terminate this Agreement, for any reason, upon providing Getinge with thirty (30) days’ prior written notice. If service has been provided for two years or less, Getinge will invoice customer for all training customer received under the Getinge Partner Plan. Getinge will also review all parts used to date in cancellation year and may charge for such parts at the current rate. If service has been provided for more than two (2) years, Getinge will review all parts used in the current year and may charge for such parts at the current rate.

7) Service Warranty. Getinge's Standard Service Warranty Policy applies to all Services and is attached as Exhibit A.

8) Indemnification.

a) General Indemnity. Unless prohibited by state law, each party shall, at its expense, indemnify, hold harmless and, at the other party's request, defend, the other party and its directors, officers, employees and agents, from and against all losses, costs, liabilities or expenses (including reasonable attorney's fees and legal costs) arising out of any third-party claims related to the indemnifying party's performance under this Agreement to the extent caused by any grossly negligent act or omission or willful misconduct of the indemnifying party, or its employees or agents, that contributes to (i) any personal injury, sickness, disease, or death; (ii) any damage to, or destruction of, property of the indemnified party; or (iii) the indemnifying party's violation of any statute, ordinance, or regulation.

b) Indemnity Procedure. Unless prohibited by state law, the indemnifying party shall defend, at its expense, any such third-party claims provided that: (i) the indemnified party gives the indemnifying party prompt notice in writing of the third-party claims and permits the indemnifying party, through counsel of its choice, to answer and defend such claims; and (ii) provides all needed information, assistance, and authority, at the indemnifying party's expense, to enable them to defend such claims. The indemnifying party shall not be responsible for payment of any amounts under any settlement made without its prior written consent. In settling any claims hereunder, neither party shall be entitled to admit any liability on behalf of the other party.

9) Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8, INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY COMMERCIAL LOSSES, LOSS OF REVENUES OR PROFITS, LOSS OF GOODWILL, INCONVENIENCE, OR EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR TORT, WHETHER FROM BREACH OF THIS AGREEMENT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR CLAIMS FOR INDEMNIFICATION, THE MAXIMUM LIABILITY OF EITHER PARTY FOR ANY BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE ANNUAL PRICE PAID BY CUSTOMER FOR SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Getinge shall not be liable for (i) any use, modifications, service, or maintenance of Equipment by personnel, of Customer or otherwise, who have not been trained by Getinge or Getinge-approved personnel, (ii) any use, modifications, service, or maintenance of Equipment not expressly authorized by Getinge, or (iii) any negligence or willful misconduct of Customer, its employees or agents, or any party other than Getinge. This section shall survive termination or expiration of this Agreement.

10) Confidential Information. Each party agrees to keep confidential any non-public information of the other party received in any form, including without limitation, these Terms and Conditions and any service or repair documentation provided in connection with the performance of the Service Plan. Each party will treat confidential information with the same degree of care as it keeps its own confidential information, but in no event less than reasonable care. Each party may share the confidential information with its employees, representatives, and advisors, subject to the same restrictions set forth herein. If the disclosure of the other party's confidential information is required by law, then the party required to make such disclosure shall provide sufficient notice to the other party to allow such party time to take legal or other action to prevent or obtain confidential treatment of such disclosure.

- 11) HIPAA; Protected Health Information (“PHI”). Getinge does not use nor expect to receive any PHI as defined under HIPAA or HITECH during its routine service calls. To the extent Getinge receives any incidental disclosure of PHI as defined under 45 C.F.R. §164.502(a)(1)(iii), Getinge agrees to keep such PHI confidential.
- 12) Insurance. Getinge and Customer each agree to maintain the following insurance coverages with licensed insurers with a minimum A.M. Best rating of “A” with the following minimum limits: (a) Commercial General Liability, including products liability and completed operations coverage, with at least \$1,000,000 each occurrence and \$3,000,000 general aggregate; (b) Automobile Liability for all owned, now-owned, and hired vehicles, with at least \$1,000,000 each occurrence; and (c) Workers Compensation insurance in amounts that satisfy applicable statutory limits. Upon request, Getinge shall provide Customer with a certificate or other evidence of insurance in form and amounts in compliance with this section.
- 13) Discount Disclosure. The price for the Service Plan may reflect discounts, or other reductions in price to services and parts purchased hereunder. To the extent applicable, Customer agrees to appropriately report the actual prices paid for any services and parts, inclusive of all discounts and reductions in prices paid for services, in accordance with Section 1128B(b)(3)(A) of the Social Security Act, 42 C.F.R. §1001.952(h), and 42 U.S.C. §1320a-7b(b)(3)(A), and other applicable laws and regulations as amended. Customer shall retain these Terms and Conditions, applicable Quote, and related documentation identifying Service Plan discounts and reductions in price, and make such information available, upon request, to federal and state healthcare programs. Customer may request additional information and documentation from Getinge to facilitate its reporting obligations.
- 14) Access to Customer’s Facility. To the extent services under this Agreement are performed at Customer’s facility, Getinge shall ensure that its personnel will comply with all applicable policies and requirements, provided by Customer to Getinge, pertaining to business and office conduct and health and safety. This includes, but is not limited to, Customer’s health screening and background check requirements.
- 15) Debarment. Each party represents and warrants that neither it, nor any of its affiliates, employees, agents, or representatives (“Representatives”) performing under these Terms and Conditions are or have within the past five (5) years have been, debarred or excluded from participation in any federal or state healthcare programs. Each party will promptly notify the other in the event of any actual or threatened debarment of any party or its Representatives. Either party may terminate any pending transactions made pursuant to these Terms and Conditions upon receiving such notice.
- 16) Force Majeure. Neither party shall be liable for any delay or failure of performance if and to the extent such delay or failure is caused, directly or indirectly, by circumstances beyond its reasonable control and that by the exercise of due diligence it is unable to prevent, including without limitation acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, flood, the elements, epidemics or pandemics, strikes, labor disputes, shortages of fuel, power, suitable parts, materials, labor or transportation, government or regulatory restrictions or regulations provided that the non-performing party uses commercially reasonable efforts to overcome the same.
- 17) Remedies. The rights and remedies of each party provided under these Terms and Conditions are cumulative and not exclusive and are in addition to any other rights and remedies provided at law or in equity.
- 18) Independent Contractors. The relationship of the parties is that of independent contractors. Neither party shall be considered a partner, agent, or employee of the other. Neither party has any express or implied right to assume or create any obligation on behalf of, or in the name of the other party or to bind the other

party to any contract, agreement or undertaking with any third party, and no conduct of a party shall be deemed to imply such right.

- 19) Assignment. Neither party shall assign their rights and obligations under this transaction to any third party, except to a wholly owned subsidiary, without the prior written consent of the other party. Any permitted assignee shall assume in writing all obligations of the assigning party as set forth hereunder.
- 20) Books and Records. Getinge agrees that, until the expiration of four (4) years after the furnishing of any services pursuant to these Terms and Conditions, it will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of these Terms and Conditions and any other data of Getinge necessary to certify the nature and extent of costs incurred by Customer for services.
- 21) Entire Agreement. These Terms and Conditions and the applicable Getinge Quote contains the entire agreement between the parties with respect to this transaction, and supersedes all previous agreements, negotiations, discussions, writings, understandings, and commitments related thereto. Any modification to these Terms and Conditions or the applicable Quote must be in writing and signed by each party's authorized representative.
- 22) Governing Law. These terms and Conditions shall be governed by the laws of the State of New York, United States, without regard to its conflict of laws principles.
- 23) Arbitration. Getinge and Customer agree that all disputes arising out of these Terms and Conditions will be resolved by a single binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.
- 24) Notice. Any notices required or permitted under these Terms and Conditions shall be in writing and will be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the address set forth in the Quote. Notices will be deemed to be duly given: (a) when delivered by hand; (b) two (2) days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A party may change its contact information immediately upon written notice to the other party in accordance with this section.
- 25) Waiver. Any waiver of any rights or obligations under these Terms and Conditions must be mutually agreed upon in writing and signed by an authorized representative of each party. No act or omission, including payment for a service, shall constitute a waiver of any right or obligation hereunder.
- 26) Severability. If any provision of the Terms and Conditions is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 27) Survival. All provisions of these Terms and Conditions that by their nature should survive the performance of the transactions made hereunder shall do so, subject to the limitations contained herein.

EXHIBIT A
GETINGE USA SALES, LLC
STANDARD SERVICE WARRANTY POLICY

Subject to the exclusions set forth below, Getinge's warranty shall be as provided in this Exhibit ("Warranty").

1) Warranty

- a) Getinge warrants to Customer that (i) services provided to Customer hereunder shall be performed in a good and workmanlike manner in accordance with applicable industry standards for such services, and (ii) all parts furnished under this Agreement shall be free of material defects in material and workmanship at the time of installation and for a period of ninety (90) days, unless otherwise specified.
- b) Customer specifically acknowledges and agrees that Getinge's sole and exclusive liability to Customer for a material breach of this Warranty is limited to repair or replacement of the part(s) and/or reperformance of the services, as applicable, at the sole option of Getinge.
- c) This Agreement does not extend the period or coverage of any original warranty of the Equipment.
- d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, GETINGE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PARTS OR SERVICES PROVIDED BY GETINGE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PARTS DISTRIBUTED, BUT NOT MANUFACTURED, BY GETINGE ARE NOT WARRANTED BY GETINGE. CUSTOMER MUST INSTEAD RELY ON THE REPRESENTATIONS AND WARRANTIES, IF ANY, PROVIDED DIRECTLY TO CUSTOMER BY THE MANUFACTURER OF SUCH EQUIPMENT.

2) EXCLUSIONS

- a) The Service Plan and Warranty shall not apply and shall be deemed null and void as to such Equipment if:
 - i. Equipment is not stored, installed, maintained, or used in accordance with its applicable instructions for use or operating manual or if it is used for a purpose not indicated in the applicable instructions for use or operating manual;
 - ii. any repairs, alterations or other work has been performed by Customer or others on such Equipment, other than work performed or authorized by Getinge;
 - iii. Equipment has been damaged as a result, in whole or in part, from the use of components, accessories, parts or supplies not furnished by Getinge;
 - iv. service of the Equipment and/or parts therefor are required as the result of abuse, misuse, improper maintenance, physical damage, accident, or the negligence of any party other than Getinge;
 - v. recommended preventative maintenance is not performed by Customer; or
 - vi. Equipment is moved from the Customer's current location.
- b) The following are expressly excluded from the Warranty, and are not covered by the Service Plan:
 - i. Cosmetic damage (e.g., nicks, dents, scrapes, scratches), however caused; and
 - ii. damage caused by accidental or unusual physical, electrical, or electromagnetic stress, neglect, misuse, failure of electric power, air conditioning, humidity control, or transportation, or accident or disaster, including fire, water, wind and lightning, vandalism or burglary, or any other cause other than ordinary use.