

**The sale of any products sold by Getinge (“Products”) is expressly conditioned on Customer's assent to these General Terms and Conditions. Any additional or different terms proposed by Customer, in a purchase order or otherwise, are expressly rejected and will not be binding upon Getinge unless agreed to in writing. Any oral or written representation, warranty, course of dealing or trade usage not contained in these Terms and Conditions shall not be binding on either party. Any order for Products or Getinge's delivery of Products shall constitute assent to these Terms and Conditions.**

- 1) Order Acknowledgment. After receipt by Getinge of a hard copy purchase order, Getinge will send an Acknowledgement of the order to Customer, listing the equipment being purchased, indicating an approximate shipping date, and detailing any special instructions that relate to the transaction. Getinge's Acknowledgement is based upon these General Terms and Conditions. Getinge rejects any and all other terms and conditions of sale proposed by Customer or discussed by the parties in connection with the transaction. The Acknowledgement, these General Terms and Conditions, Getinge's Limited Equipment Warranty, the Installation Terms and Conditions and the other documents referenced herein shall constitute a firm contract of sale between Getinge and Customer unless Customer objects to any term, in writing, promptly upon receipt of the Acknowledgement. To the extent Getinge executes an agreement with Customer for services, including installation services, in connection with the Products, these General Terms and Conditions shall govern the sale of Products unless Getinge and Customer agree explicitly that such agreement terms supersede these General Terms and Conditions for the sale of Products. Customer's requested date of delivery has been considered in the equipment pricing. It is imperative that Customer accepts delivery, according to the shipping dates indicated in Getinge's Acknowledgement. Delivery delayed by Customer beyond the indicated shipping date(s) will necessitate a price increase at the rate of one and one-half percent (1½%) per each month (or part thereof) of delay. For some complex projects and for custom-built products, Getinge will provide post-order submittals and/or shop drawings to finalize and confirm equipment details. These submittals must be reviewed and approved by the Customer to initiate manufacturing. If for any reason the order is cancelled and the production has been started or the items ship to the customer site and are returned, the customer must pay all associated costs. In cases where Getinge is at fault, there will be no additional cost.
- 2) Cancellation. If a firm contract of sale is cancelled by Customer, a ten percent (10%) cancellation fee will be charged to Customer, except in the case of custom-built products which will be subject to a cancellation fee equal to costs incurred plus a reasonable allowance for Getinge's overhead and profit on those costs.
- 3) Taxes. State, local, sales/use/special taxes or charges that may be in force, or imposed during life of contract, are not included in the price. All applicable taxes will be billed unless an exemption certificate is provided in advance.
- 4) Delivery. This proposal is based upon delivery to the receiving dock of your facility, F.O.B. shipping point (manufacturer). Shipping and handling charges will be prepaid and added to the invoice. Fuel surcharge will be billed at time of shipment according to the market rate for that particular week as set by the Department of Transportation and our freight carriers. If a 3rd party freight company or freight collect methods are required, Getinge will charge a \$50.00 handling fee per shipment. Any additional expense for providing hydraulic lift gate for truck delivery, inside delivery, refused shipments, storage, redelivery, etc., will be an additional charge to Customer. It is Customer's responsibility to store the delivered equipment, if necessary, at no expense to Getinge. Should the job conditions or construction progress prevent delivery of equipment into the building and it is necessary for Getinge to strip equipment to reduce overall size, there will be additional charges for reassembly. Delivery dates for custom-built products are based upon the prompt return (within 10 days) of approved submittals and/or shop drawings. 60 days advance notice is required in any case where shipment is being delayed over 30 days due to reasons outside of Getinge's control. Any storage charges incurred shall be paid by the customer.
- 5) Installation. Getinge will provide specifications, rough-in drawings, or construction cut sheets for review by architects/contractors/owners and for use by the necessary trades performing the installation of the equipment. Installation of the equipment by Getinge is an additional charge and is not included in the price of the equipment (unless otherwise specified in the equipment Proposal). In no event will Getinge be responsible for providing for structural in-wall and above-ceiling supports for wall-mounted or ceiling-mounted equipment. Getinge Life Science Standard Installation Terms and Conditions is available at: <https://www.getinge.com/LSalesterms>

- 6) Returns. For all items returned back to Getinge USA Sales, LLC for reasons outside of Getinge's control, all items must be returned within thirty (30) days from date of receipt equipment. Getinge USA Sales, LLC reserves the right to charge a 25% restocking fee. All merchandise must be returned to Getinge USA Sales, LLC freight prepaid and must be accompanied by a copy of the invoice or packing slip (from original shipment) with the RGA number clearly marked on the packing slip and the return label. Merchandise returned without an RGA number will not be considered a valid return and will not be returned to customer. After sixty (60) days from issue date, any open RGAs will no longer be eligible for return or credit.

\*Not Applicable for Custom Built Equipment.

#### To Request Authorization for a Return

- Contact Customer Service for a RGA number at (888) 627-8383
  - Provide reason for return, item number, quantity, lot or serial number if applicable, purchase order number and Getinge USA Sales, LLC invoice number and date.
  - When returning, clearly indicate the RGA number on your packing slip and return label.
  - Do not mark, label or write on the product packaging.
- 7) Product Warranty. All equipment, with exception of OEM products, is warranted to be free of defective material and workmanship for one (1) year from the start of the warranty period, unless otherwise specified. Replacement of defective parts and coincidental labor during the warranty period is provided for under warranty. Start-up of equipment by other than an authorized Getinge representative will void any warranty. Please refer to the Getinge Limited Equipment Warranty statement for complete details. Getinge Life Science Standard Warranty Policy is available at: <https://www.getinge.com/LSalesterms>
- 8) Equal Opportunity Clause. Getinge USA Sales, LLC complies with the equal opportunity, affirmative action, and employee notice requirements specified in the Equal Opportunity Clauses at CFR 60-1.4, 41 CFR 60-250.5(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and the Employee Notice Clause at 29 CFR 471 Appendix A to Subpart A, where applicable.
- 9) Indemnification.
- a) General Indemnity. 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 attorneys' 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) Infringement Indemnity. Getinge shall indemnify and hold harmless Customer and its directors, officers, employees, and agents, from and against all losses, costs, liabilities, or expenses (including reasonable attorneys' fees and legal costs) arising out of any third-party claims brought against Customer that the Products infringe any U.S. patent or copyright of such third-party. The foregoing indemnity shall not apply to the extent such alleged or actual infringement arises as a result of modifications of the Products made by Customer or any of its directors, officers, employees, or agents, or the Products' use with any items not sold by Getinge.
  - c) Indemnity Procedure. 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.

- d) Limitations of Indemnities. Notwithstanding the foregoing, neither party shall have any indemnification obligation to the other, to the extent: (i) the Products are used in a manner inconsistent with their instructions for use, Product labeling, or other Product documentation, including the use of the Products with any attachments, systems, or devices not identified in the instructions for use as compatible; (ii) any modifications of the Products made by Customer or any third-party, or (iii) the losses, costs, liabilities, or expenses (including reasonable attorneys' fees and legal costs) arose as a result of the indemnified party's gross negligence or willful misconduct.
- 10) 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 a least \$1,000,000 each occurrence and \$3,000,000 general aggregate; (b) Automobile liability coverage for all owned, non-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 to Customer a certificate or other evidence of insurance in form and amounts in compliance with this section.
- 11) LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY COMMERCIAL LOSSES, LOSS OF REVENUES OR PROFITS, LOSS OF GOOD WILL, 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 DEFECTIVE PRODUCTS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR CLAIMS FOR INDEMNIFICATION, THE MAXIMUM LIABILITY OF EITHER PARTY FOR ANY BREACH OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GETINGE FOR PRODUCTS SOLD UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- 12) 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, any Product instructions for use or documentation, and any line-item Product pricing and discounts. Each party will treat confidential information with the same degree of care as it keeps its own confidential information, but in no event with 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, 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. The Product line-item pricing offered by Getinge is a trade secret likely to cause Getting substantial competitive harm if disclosed, and is exempt from freedom of information act disclosure on this basis, provided, however, that the total price paid under such transaction may be disclosed.
- 13) Discount Disclosure. The prices for the Products may reflect discounts, rebates, or other reductions in price. Customer agrees to appropriately report and reflect the net price of purchased Products, inclusive of all discounts, rebates, and reductions in price, on cost reports or claims submitted to third-party payors, including federal and state healthcare programs, 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 price quotations, and related documentation identifying Product discounts, rebates, and reductions in price, and make such information available to federal and state healthcare programs upon request. Customer may request additional information and documentation from Getinge to facilitate its reporting obligations.

- 14) Fraud and Abuse. Getinge and Customer intend and acknowledge that no part of this transaction, nor any payment made hereunder, is in exchange for any explicit or implicit agreement or understanding that Customer refer, prescribe, recommend, use, or purchase any products of Getinge, and that the prices for the Products purchased hereunder represents the fair market value thereof, and have not been determined in any manner that takes into account the volume or value of any referrals or business between Getinge and Customer.
- 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 its 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) Entire Agreement. These Terms and Conditions and the applicable Getinge price quotation or proposal 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 Getinge price quotation or proposal must be in writing and signed by each party’s authorized representative.
- 21) 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 22) 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, and will be conducted exclusively in New York and governed by New York laws.
- 23) 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 Purchase Order. Notices will be deemed to be duly given: (a) when delivered by hand; (b) two 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.
- 24) 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 delivery or payment for a Product, shall constitute of waiver of any right or obligation hereunder.

- 25) 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.
- 26) 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.