

1. General Provisions. "Buyer" means Datascope Corp., Getinge Group Logistics, Getinge USA Sales, LLC., MAQUET Cardiovascular and affiliates set forth on the front of this Purchase Order. "Seller" means the person, partnership, corporation or other entity specified as the Seller on the front of this Purchase Order. The conditions of purchase stated herein and on all statements on the reverse side hereof, including all insertions thereon by Buyer constitute the complete agreement between Buyer and Seller concerning this purchase of materials, articles, drawings, data, documents, goods, software or services (collectively "Items") set forth in this order. Seller's shipping of Items or acceptance of Buyer's payment is acceptance of these terms. The agreement specifically excludes any prior negotiations between Buyer and Seller and any terms or conditions of sale set forth in Seller's quotation, invoice, order or sales acknowledgment shall not constitute a part of the purchase agreement between Buyer and Seller concerning this purchase to the extent not detailed within these terms, and Buyer specifically rejects any conflicting terms or terms that materially alter Buyer's offer. Delivery, provision of services or acceptance of Buyer's payment is an acceptance of this agreement. The parties intend that this document by the parties is a final expression of their agreements and is a complete and exclusive statement of the terms therein. No course of prior dealings between the parties and no usage of trade and no course of performance shall be relevant or admissible to supplement, explain or vary any of the terms of this agreement. Acceptance of or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and no opportunity to make objection. The parties have not madenor relied upon any representations, understandings or agreements other than those specially set forth herein. The Parties can only modify this agreement by a writing signed by all the parties hereto or their duly authorized agents. Buyer may make changes in the drawings or specifications of the Items at any time prior to shipment. All rights of Buyer hereunder are separate and cumulative and no one of them, whether exercised, shall be deemed an exclusion of any of the other rights and shall not limit or prejudice any of the legal or equitable rights which Buyer may have. No waiver of any default shall be deemed a waiver of any subsequent default. This agreement shall be governed by the internal laws of the State of New Jersey. The parties do not wish to be bound by the UN Convention on Contracts for the International Sale of Goods.

2. Delivery and Risk of Loss. If applicable, Seller shall follow a delivery schedule shown on this order and shall not make deliveries later or substantially earlier than dates shown. Time is of the essence with deliveries. If the Items are shipped substantially in advance of scheduled delivery dates, Buyer may return them at Seller's expense. If Seller does not adhere to the delivery schedule regardless of the cause (acts of God, etc.), Buyer may terminate this order without liability to Seller. If Buyer does not terminate this order, Seller is not relieved from completing its obligations hereunder in the revised delivery schedule as may be agreed upon by Buyer. Buyer shall not be liable for failure to take delivery as scheduled under this agreement if such failure is due to acts of God, flood, fire, war, riot, strike and other causes beyond its reasonable control. For any exception to the delivery date as specified herein, Seller shall give Buyer prior notification. Acceptance by Buyer of late performance with or without objection or reservation shall not waive any right by claim damage for such breach nor constitute a waiver of the requirements for the performance of any obligation remaining to be performed by the Seller. Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury, or destruction of Items ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release Seller from any obligation hereunder.

3. Compliance with Laws and Codes of Conduct. Seller represents and warrants that the performance of this order and the furnishing of Items called for shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent laws, rules, regulations and ordinances including the Robinson-Patman Act, the Fair Labor Standards Act of 1938, any import/export laws, RoHS3 directives and their implementations, and TSCA/Proposition 65 legislation. Seller represents and warrants that it complies with the requirements of the EU REACH chemicals directive (Directive (EC) no. 1907/2006 of 30/12/2006), hereinafter referred to as the REACH Directive. If the supplied goods contain substances that are included in the "Candidate List of Substances of Very High Concern" ("SVHC List") as per REACH, the supplier is obligated to declare this immediately. This also applies where ongoing deliveries contain previously unlisted substances that are included in this list. The relevant up-to-date list can be viewed at [echa.europa.eu/candidate-list-table](http://echa.europa.eu/candidate-list-table). Seller is obligated to indemnify Buyer from any liability relating to the Supplier's non-compliance with the above directives or to compensate Buyer for damages incurred due to the Supplier's non-compliance with the directives or damages that are related to this non-compliance. Seller represents and warrants that the Items do not contain Lead, Mercury, Cadmium, Hexavalent chromium, Polybrominated biphenyls, or Polybrominated diphenyl ethers and that Seller has disclosed to Seller in writing whether the Items contain any compositions or ingredients listed in TSCA/Proposition 65. Seller certifies that as of the date of this agreement, Seller is not excluded, debarred, suspended, or otherwise ineligible to participate in U.S. government health care programs (e.g., Medicare, Medicaid, CHAMPUS) or U.S. government procurement and non-procurement programs, and that if, during the course of providing Items, Seller becomes excluded, debarred, suspended, or otherwise ineligible to participate in any such program, Seller will disclose in writing immediately the details of such exclusion, debarment, suspension, or other ineligibility to Buyer. Seller warrants that no kickbacks were provided and/or solicited by Buyer or Seller as a precondition for entering into this agreement with Buyer. For the purposes of this paragraph, "Buyer" includes GETINGE. For the duration of Seller's relationship with Buyer, Seller undertakes to comply with the requirements in Buyer's at each time applicable Code of Conduct, which can be found at [www.getingegroup.com/sustainability](http://www.getingegroup.com/sustainability). It is the responsibility of the Seller to ensure that its employees and subcontractors are informed about and comply with Buyer's at each time applicable Code of Conduct. The Seller shall, upon Buyer's request, demonstrate compliance with the Code of Conduct. Buyer and any third party appointed by Buyer is entitled to inspect, audit and review compliance with the Code of Conduct at the

Seller's and/or any of the Seller's subcontractor's facilities at any time, and Seller and/or the Seller's subcontractor shall provide any relevant information in relation thereto upon Buyer's request. Buyer shall have the right to terminate any agreement between Buyer and Seller upon thirty (30) days' written notice if the Seller is in breach of the Code of Conduct and the Seller fails to remedy such breach within such notice period. For agreements of services over \$10,000, Seller shall make available, upon written request of the Secretary of Health and Human Services or of the United States, the Comptroller General, or any of their duly authorized representatives, for 6 years this agreement, and such books, documents and records of Seller that are necessary to verify the nature and extent of the costs. Seller agrees to carry general liability and property damage insurance in amounts satisfactory to Buyer, naming Buyer as an additional insured, and to cover any such liabilities.

4. Right of Inspection. Seller agrees to permit Buyer or its agents to have access to Seller's facilities at all reasonable times for inspecting the Items or work in progress for production of such Items. Buyer may elect to conduct inspections either on a random basis or to the extent of 100% inspection. Seller shall provide all reasonable facilities and assistance for the safety and convenience of Buyer or its agents in connection with any such inspection. In addition third parties, including but not limited to regulatory authorities or a notified body will at any time be entitled to conduct unannounced audits at Seller's premises and, where applicable, at Seller's contractors' or vendors' premises, in accordance with applicable Laws and standards. In addition to the foregoing rights, Buyer shall have the right and be given an opportunity to inspect the Items as soon as they are ready for shipment. Seller shall notify Buyer at least three (3) days prior to the anticipated date of shipment so that Buyer shall have an opportunity to conduct such inspection. Buyer may reject shipment in the event Seller fails to give the aforementioned notice. All delivered Items are subject to final inspection and approval at Buyer's plant or other place designated by Buyer. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. Buyer may return rejected Items at Seller's expense, but such rejection shall not relieve Supplier of any of its obligations hereunder.

5. Evidence of Seller Inspection and/or Test Performed. Evidence of specific tests and inspections performed, such as inspection data sheets, Certificate of Conformance, test reports, sub-tier certification of procured and/or manufactured Items, or any other pertinent data shall be submitted to Buyer with each shipment if Buyer so requests. Raw materials purchased by the Seller to fabricate parts for this order shall be verified for specification compliance, as applicable by means of chemical and/or physical test reports. Test reports shall be maintained on file.

6. Identification. All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

7. Quality. Seller acknowledges that Buyer is a medical device manufacturer and requires some Items to be purchased under a quality agreement. When required by Buyer, Seller will enter into Buyer's standard supplier quality agreement.

8. Intellectual Property. To the extent any patentable subject matter is developed in connection with this agreement, Seller assigns and agrees to assign to Buyer the rights to the patentable subject matter. To the extent any copyrightable material is developed by Seller in connection with this agreement, Seller agrees that the services are a work-made-for-hire, but to the extent the copyrightable material is not considered a work made for hire, Seller hereby assigns and agrees to assign to Buyer, its successors and assigns, all his/her right, title and interest in and to said copyrightable material and the right to make derivative works. Seller warrants that the Items do not infringe any person's or entity's intellectual property, and Seller agrees to indemnify, defend and hold Buyer harmless from and against all claims, liability, loss, damage or expense, including counsels' fees, arising from or by reason of any actual or claimed trademarks, patent or copyright infringement, or litigation based thereon, with respect to the Items or any part thereof covered by this order, and such obligation shall survive acceptance and payment by Buyer.

9. Confidentiality. Except as required by law, Seller agrees to keep non-public information in any form learned during discussions with the Buyer or non-public information in any form given to Seller by Buyer confidential. All information developed during this agreement is the sole property of Buyer. Seller shall not, without first obtaining Buyer's written consent, advertise or otherwise disclose the fact that Seller has furnished Items to Buyer.

10. Price Protection Period. Unless otherwise provided, the price of the Items stated herein will not be subject to any price increase from the date on which this order is accepted by Seller to the requested delivery date of Buyer. This price protection period shall not exceed twelve (12) months. If the Seller's established price for any Item upon the date of delivery shall be lower than the price shown on this order, then Buyer shall have benefit of such lower price from Seller or any of its affiliates.

11. Changes. No changes or substitution can be made by Seller to the Items or the manufacturing of the Items, including but not limited to the location of manufacture or suppliers of parts or components, without prior written notification and approval. Buyer shall have the right, by written change notice, to suspend work at any time before completion of the order, or to make changes in quantities, drawings, specifications, delivery schedules and dates and methods of shipment and packaging. If such changes cause an increase or decrease in the amount due under the order or in the time required for its performance, an equitable adjustment shall be made and the order shall be modified in writing accordingly. Any claim for adjustment must be asserted by the Seller in writing within 15 days from the date change is ordered. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice issued and signed by an authorized agent of the Buyer.

12. Rejection. All Items purchased herein are subject to approval by Buyer. Any rejection of the Items due to nonconformity to the terms and specifications of the agreement, whether held by Buyer or returned, will be at Seller's risk and expense.

13. Shipping Instructions. Unless otherwise specified, all Items are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to shipping Items F.O.B. shipping point, Seller agrees to prepay all shipping charges, route cheapest common carrier, and to bill Buyer as a separate item on the invoices for said charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that Buyer reserves the right to refuse any C.O.D. shipments. Shipments must be packaged according to specifications or, if not covered in specifications, so as to permit most cost effective handling, provide adequate protection, and comply with requirements of carrier. Damage resulting from improper packaging will be charged to Seller.

14. Assignment and Setoff. Seller shall not enter, without the written consent of Buyer, into any contract with any other person for furnishing any of the completed or substantially completed Items covered by this order or assign this order or any right hereunder. Buyer may set off against amounts payable to any person under this order any claim or charge it may have against Seller.

15. Taxes. Buyer agrees to furnish Seller with an exemption certificate to the extent Buyer resells the purchased Items or incorporates the purchased Items into a product sold by the Buyer. The parties agree to pay all sales and use and excise taxes as required by the applicable tax laws.

16. Termination. Buyer may terminate this order at any time by notice in writing to Seller. In such an event, Buyer shall pay such termination charges as may be agreed upon and if agreement cannot be reached, Buyer will be liable for such sum as may lawfully be owed to Seller in account of such termination, but in no event shall Buyer be liable for any consequential damages or loss of profits in the order or portion thereof so terminated. If Seller becomes insolvent or makes an assignment for the benefit of its creditors or if a petition in bankruptcy is filed by or with respect to Seller, Buyer may, by notice in writing, terminate this order without liability to Seller except for Items already accepted by Buyer.

17. Traceability. When parts are joined in an assembly, the Seller shall prepare an "Assembly History Log" identifying each part in the assembly including Buyer-furnished parts, when applicable. Standard purchase parts shall be lot controlled. Components in the assembly shall be traceable to records of acceptance by part number, serial number, lot number of raw material from which the components were fabricated by Seller or its suppliers and shall accompany parts they represent to Buyer. Seller shall notify Buyer of any changes in the raw materials, components or manufacturing processes. If traceability is not required for materials/components or production as set forth by applicable law or regulations, Seller will store any documentation and information relating to Products, including, but not limited to, certificates and technical files or any regulatory documentation ("Stored Documentation") for a storage period of: (i) fifteen (15) years after the expiration date for instructional documents, and (ii) fifteen (15) years after the print date for reporting documents. If traceability is required for materials/components or production as set forth by applicable law or regulations, Seller will store "Stored Documentation" for a storage period of: (i) thirty (30) years after the expiration date for instructional documents, and (ii) thirty (30) years after the print date for reporting documents. At the expiration of the applicable storage period, Seller will, at Getinge's sole discretion: (i) send all "Stored Documentation" to Getinge, or (ii) destroy all "Stored Documentation" and provide certification to Getinge of such destruction.

18. Warranty and Indemnity. Seller warrants and represents that Buyer will receive good title to all of the Items, free and clear of all liens, claims, or encumbrances of any kind. Seller warrants Items supplied under the agreement are free from defects in design, materials and workmanship and conform to specifications herein and in Seller's literature describing said Items and fit for the purpose for which such Items are ordinarily employed; except if stated in a Special Condition, the Item must be then fit that particular purpose. Seller warrants that any services will be performed in a professional manner by properly trained service personnel and the Items provided will be in compliance with this agreement, industry standards, and applicable laws, ordinances, rules and regulations. Seller warrants that Seller can fulfill the technical service requirements and all other requirements of this agreement. Seller and Buyer agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law. Seller agrees to indemnify, defend and hold Buyer harmless from and against all claims, liability, loss, damage or expense, including counsels' fees, arising from Seller's negligence or willful misconduct.

19. Equal Opportunity. Buyer is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.