

SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. GENERAL.** Epredia, or its subsidiary ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products"). These Terms and Conditions of Sale ("Agreement") govern the sale and installation, when applicable, of the Product. Customer must provide sufficient and timely access to its facilities, including without limitation, a designated work area with adequate heat and light and an environment meeting ventilation requirements, if any. Title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.
- 2. TERM AND TERMINATION.** This Agreement is effective as of the date of last signature below and terminates on the Expiration Date, as set forth in the Quote ("Term"). Either party may terminate this Agreement, effective immediately, upon thirty (30) days' written notice to the other party. Either party shall have the right, at its option, to terminate this Agreement immediately upon written notice to the other party in the event: (a) of an assignment for the benefit of creditors; (b) a party's insolvency; (c) a party's dissolution or loss of charter by forfeiture; (d) a party is adjudged bankrupt or insolvent by a court of competent jurisdiction; (e) a trustee or receiver is appointed for a party or its assets or any substantial part thereof; (f) a party files a voluntary petition under any bankruptcy or other similar law providing for reorganization, dissolution or liquidation.
- 3. PRICE.** All prices are valid until the Expiration Date as set forth in the Quote. All prices are subject to adjustment, with sixty (60) days' prior notice to Buyer, on account of specifications, quantities, raw materials, shipment arrangements or other terms or conditions as noted in the "Notes" section of the Quote.
- 4. TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added, and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims an exemption, by the Internal Revenue Code Section 501(c)(3), Buyer must provide Seller with a valid certificate or letter of exemption.
- 5. TERMS OF PAYMENT.** Payment terms are net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, after forty-five (45) days, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law). Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, in the event Buyer fails to timely pay invoices, and Seller believes in good faith that Buyer's financial condition has changed. All payments shall be made in U.S. Dollars.
- 6. DELIVERY.** Except where specified herein, The Products will be shipped and installed at the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, with Buyer's consent, to make partial shipments of the Products and to invoice each shipment separately. Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges, if applicable. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

Buyer shall inspect the Products within fourteen (14) days of receipt ("Inspection Period") and either accept or, if such Products are nonconforming products, reject such Products. Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any nonconforming products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. If Buyer timely notifies Seller of any nonconforming products, Seller shall determine, in its sole discretion, whether the Products are nonconforming products. If Seller determines that the Products are nonconforming products, it shall, in its sole discretion: (a) replace such nonconforming products with conforming Products, or (b) refund the price for such nonconforming products, together with all shipping and handling expenses incurred by Buyer in connection therewith.

Notwithstanding the trade terms indicated above, title to & risk of loss to the Products shall pass to Buyer upon delivery of the Products by Seller to the delivery destination.

7. WARRANTY.

(a) Seller warrants that installation of the Products, if applicable, will be performed in a good and workmanlike manner in accordance with good industry practices and standards for such services and the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of delivery to Buyer for new equipment, six (6) months for used equipment and ninety (90) days for all other non-spare part Products and thirty (30) days for spare parts (the "Warranty Period").

(b) During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (i) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (ii) after Seller's review (not to be unreasonably withheld), Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller. Products returned to Seller must have any Personal Information (as defined below) removed in accordance with Section 13.(b), and properly packed in its original packaging Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. Printed Circuit Boards ("PCBs"), Electronic Control Unit ("ECUs"), and other electronic parts are non-refundable or replaceable. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions (Section 6 above) of these Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

(c) Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third-party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or

third-party supplier to the extent such assignment is allowed by such original manufacturer or third party supplier.

(d) In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

(e) ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. CONFIDENTIAL INFORMATION. All non-public information disclosed by either party to the other party in connection with this Agreement ("Confidential Information"), shall be used solely for installation, operation, maintenance, or support of the specified equipment, software, and Services furnished under this Agreement only, and shall be protected by the recipient from disclosure to any third party, other than employees and professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein, with the same degree of care as it normally takes to protect its own confidential and proprietary information, but in any event no less than reasonable steps, to preserve the confidentiality of the Confidential Information disclosed. Confidential Information shall include Personal information and Sensitive Personal Information, and other equivalent terms, which shall have the meanings given to those terms in the applicable Data Protection Laws (as defined below). A party may disclose Confidential Information to the extent required by law. However, a party must give the discloser prompt notice and make a reasonable effort to obtain a protective order. No obligation of confidentiality applies to any Information that a party: (i) already possesses without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligations of confidentiality from a third party. No obligation of confidentiality applies to any Confidential Information that is, or becomes, publicly available without breach of this Agreement. Each party's obligations hereunder shall survive for a period of five (5) years after receipt of Information hereunder from the discloser, except as otherwise mutually agreed upon by the parties.

9. INDEMNIFICATION.

(a) By Seller. To the extent of its own negligence or willful misconduct, Seller agrees to indemnify, defend and hold harmless Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses, (including without limitation reasonable attorneys' fees and disbursements and court costs) for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives in connection with this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide to Seller prompt written notice of any third-party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at its option, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance of Seller's obligations under this Section.

(b) By Buyer. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

ANY ACTION ARISING UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE THAT THE CAUSE OF ACTION AROSE OR WAS REASONABLY DISCOVERED.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to

export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements.

13. MISCELLANEOUS.

(a) Compliance Certification. The parties certify that these products are being provided in accordance with all federal, state and local laws, including the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b). Nothing contained in this Agreement shall be construed as an obligation or inducement for Buyer to purchase any products.

(b) Data Deletion. The Parties agree that the only Personal Information in scope for this Agreement is the limited business contact details of representatives of the Seller and Buyer engaged in performing the Parties' respective obligations under the Agreement. For the avoidance of doubt, in its provision of the Product the Seller does not maintain or manage Protected Health Information (as defined under the HIPAA Requirements) or Sensitive Personal Information and the Buyer is required to delete Protected Health Information, Sensitive Personal Information, or any other similar types of Personal Information before the Seller provides any requested assistance, including but not limited to if the Buyer returns the Product to the Seller after the Evaluation Period. The Buyer is also required to follow any other reasonable instructions from the Seller. To the extent that the Buyer fails to comply with this Section 12.d), Seller will not be liable for: i) any loss or corruption of the Buyer's Confidential Information, including any Protected Health Information or Sensitive Personal Information the Buyer uploads into the Product; and ii) any breach of applicable laws and regulations relating to data protection and data privacy, including but not limited to HIPAA and the California Consumer Privacy Act, as amended ("Data Protection Laws").

(c) Governing Law. This Agreement shall be governed by the laws of the State of Delaware, with the exclusions of its conflicts of law provisions.

(d) Trial By Jury. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

(e) **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices shall be deemed sufficient upon delivery, when delivered: (i) in person (ii) by nationally recognized courier service guaranteeing next-day delivery, charges prepaid, return receipt requested, or (iii) by first class, registered or certified mail, postage prepaid, return receipt requested. Notice shall be sent to the Parties as designated below:

If to Seller:
Richard-Allan Scientific LLC
Attn: [Department/Individual]
4481 Campus Dr
Kalamazoo, MI 49008

with a copy to:
Richard-Allan Scientific LLC
Attn: Legal, Patents & Compliance
LPC@PHCHD.COM

If to Buyer:

(f) **Assignment.** Except as provided herein, any assignment of this Agreement is void. Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Seller may, without Buyer's prior written consent, freely assign this Agreement to either: (i) a wholly owned subsidiary or an Affiliate of Seller; or (ii) a successor in interest to the business and/or assets of Seller.

(g) **Conflict in Terms.** Any of the terms or conditions of the Buyer's Quote which are in any way inconsistent with, or in addition to, the terms and conditions contained herein shall not be binding on either party unless expressly accepted in writing by its authorized representatives.

(h) **Waiver.** No failure on the part of either party to exercise and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise or the exercise of any other right.

(i) **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(j) **Counterparts.** Each party may execute this Agreement using a handwritten, electronic, or digital signature, in one or more counterparts, which may be exchanged via paper, fax or email (i.e. PDF format) when signed, each of which will be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

(k) Entire Agreement. This Agreement, with its exhibits, constitutes the entire understanding between the Parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and temporary agreements, understandings and negotiations and discussions, written or oral, of the Parties hereto, relating to the subject matter of this Agreement.

In witness whereof, the Buyer and Seller hereto have executed this Agreement on the date set forth below.

RICHARD-ALLAN SCIENTIFIC, LLC

BUYER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____