

LABORIE GLOBAL TERMS & CONDITIONS OF SALE

1. INTERPRETATION

- 1.1. These Conditions apply to purchases of Laborie Products directly from Laborie Medical Technologies Corp. and Affiliates ("Laborie"). By agreeing to purchase Laborie Products, Customer expressly accepts the Conditions as set forth herein.
- 1.2. These Conditions apply to the Contract to the exclusion of any other terms, express or implied unless accepted in writing by Laborie.

2. ORDERS

- 2.1. All orders are subject to acceptance by LABORIE. Products are subject to availability.
- 2.2. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Laborie shall be subject to correction without liability to Laborie.

3. PRICING

- 3.1. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Price quotations are valid for thirty (30) days from date of issue. Prices in effect at the time Customer's order is accepted will prevail, unless otherwise provided on a valid Laborie price quotation. All prices are in EURO or USD unless otherwise stated on the quotation.
- 3.2. Prices exclude: (a) applicable taxes, unless Laborie is provided with valid tax exemption certificate or number, (b) shipping and handling charges; and (c) other fees and charges related to customs, duties, and brokerage.

4. PAYMENT TERMS

- 4.1. Payment terms are, at Laborie's sole discretion:
 - 4.1.1. By advance payment at the time of order; or
 - 4.1.2. With prior credit approval, Net thirty (30) days from the date of Laborie's invoice.
- 4.2. Payment shall be made in full and without deduction or set-off. Interest may be payable on overdue amounts at the lesser of 2% per month or the maximum rate allowable by law.
- 4.3. Laborie reserves the right to, at any time, terminate, limit, or otherwise amend any credit facility extended to the Customer.
- 4.4. Laborie's preferred method of payment is via electronic transfer. Payments by credit card require Laborie prior approval and may be subject to additional payment conditions and transaction fees.
- 4.5. If, after product delivery, Customer does not make required payments within forty-five (45) days after the payments are due, Laborie may, without prejudice to any other right or remedy:
 - 4.5.1. without notice suspend or cancel any or all further deliveries under these Conditions and under any other contracts between Customer and Laborie; and/or
 - 4.5.2. upon five (5) days' prior written notice to Customer, either enter Customer's site and remove the Products or temporarily disable the Products so they are not operational.

5. DELIVERY

- 5.1. Laborie will make reasonable efforts to accommodate Customer's delivery requests. Delivery is subject to availability of the Products and other resources at the time of Customer's order. LABORIE SHALL NOT BE LIABLE FOR ANY DELAY OR DAMAGE ARISING FROM LABORIE'S FAILURE TO MEET SUCH DELIVERY REQUESTS.

6. SHIPPING TERMS

- 6.1. All shipments shall be made FCA Laborie's facilities (Incoterms 2020), with shipping and handling paid by Customer.
- 6.2. Risk of loss for Products shall pass to Customer upon Laborie's delivery to the carrier for delivery to Customer. Customer assumes all responsibility for claims against the carrier for loss or damage to the shipment. Customer is responsible for examining all shipments promptly upon receipt. If the order is incomplete or damaged, Customer must immediately notify the carrier and follow its applicable claim processing procedures.
- 6.3. If Customer discovers any shortages or incorrect Products in the shipment, Customer must notify Laborie immediately. Customer should check its order carefully, as no claim for shortages or deficiencies will be accepted by Laborie after five (5) days from delivery of the Products. If Customer discovers any concealed loss or damage to the Products, such loss or damage is Customer's responsibility for filing a claim with the carrier.

7. RETURNS

- 7.1. All returns of Laborie Products ("Returns") for replacement or credit require Laborie's prior authorization in writing.
- 7.2. All Returns will be processed in accordance with the requirements stated herein:
 - 7.2.1. Products may be returned to Laborie within ten (10) days of delivery;
 - 7.2.2. To be eligible for credit, Returns must be in saleable condition: unused, in a new and intact condition, and in their original containers/packaging;
- 7.2.3. Returns can only be made using Laborie's return procedures; Customer must obtain a valid, written Return Materials Authorization (RMA) from Laborie before making Returns. Laborie will refuse or return (at Customer's expense) any Products returned without an RMA.
- 7.2.4. All Returns are subject to a restocking charge of:
 - 7.2.4.1. 25% of purchase price for Consumable Products;
 - 7.2.4.2. a minimum of 50% of purchase price for Capital Products.
- 7.2.5. Customer is also responsible for paying the full cost of shipping and handling for Returns.
- 7.2.6. Disposable/Sterile Products are also subject to expiration date and compromised packaging considerations.
- 7.2.7. Customers should consult their local Laborie Customer Service representative for further return procedure information and to obtain an RMA.

8. TITLE, INTELLECTUAL PROPERTY AND USE RESTRICTIONS

- 8.1. Title to the Products transfers to Customer upon shipment. Customer hereby grants Laborie a security interest in the Products until all payments are made.
- 8.2. If a Product includes software, then the price paid for the software is for a license to use the software. CUSTOMER'S USE OF ANY LABORIE SOFTWARE IS GOVERNED BY AND SUBJECT TO LABORIE'S SOFTWARE LICENSE TERMS APPLICABLE TO SUCH SOFTWARE & INCLUDED WITH THE SOFTWARE. Use of any third-party software shall be governed by and subject to the license terms included with the third-party software.
- 8.3. Except as provided in this Section, Customer does not acquire any intellectual property or other proprietary rights relating to the Products. Laborie reserves any rights not expressly granted herein.
- 8.4. Customer shall not, and nor permit any third party to, copy, reproduce, distribute, modify, decompile, disassemble, or reverse engineer any Products (including software). Customer shall not use the Products except to facilitate Customer's internal business functions.

9. CANCELLATION AND TERMINATION

- 9.1. Laborie may terminate any Product orders upon written notice to Customer, and may stop any Products in transit and suspend the delivery of Products and services without penalty, if: (a) Customer commits a material breach of the Conditions and fails to remedy such breach within thirty (30) days of receiving notice of such breach, or (b) Customer becomes involved in any legal proceeding concerning Customer's solvency, has a receiver or administrator appointed of any of Customer's assets, ceases or threatens to cease operations, or if serious and reasonable doubt arises respecting Customer's solvency.
- 9.2. Upon termination: (a) all of Laborie's obligations hereunder shall immediately cease; (b) Customer's license to use any software included with the Products shall immediately cease and Customer will return or destroy the software included with Products; and (c) any payments then due to Laborie become immediately payable in full.
- 9.3. Except as otherwise specified herein, neither party may terminate or cancel an order without the prior written consent of the other party.

10. COMPLIANCE WITH LAWS

- 10.1. Each party shall comply with all applicable laws, ordinances, codes, and regulations of governmental agencies (including import and export laws and regulations). Customer agrees to indemnify Laborie from any loss, claims, liability, or damages arising out of Customer's failure to comply with such laws, ordinances, codes, and regulations.

11. WARRANTY

- 11.1. The following warranty periods are in effect at this time. Laborie reserves the right to modify these warranty periods at any time. For the latest warranty information, contact Laborie directly:

Product Type	New Product Warranty Period (unless otherwise indicated in the original packaging)
Capital Equipment, accessories	12 months from date of delivery to original Customer; or where installation is required, 12 months from date of installation, up to a maximum of 15 months from date of delivery to original Customer
Consumables	Warranted for single use, within product shelf-life as indicated on original packaging/product specifications. Warranty period will not exceed expiration date on Product label.
Non-Laborie products	Contact original legal manufacturer. Product warranty (including warranty length) as stated in the Instructions For Use (IFU) for the product. See product packaging for legal manufacturer details.

- 11.2. Laborie Product warranty provides: (a) the Products will comply with Laborie's specifications for such Products, and (b) the Products will be free from material defects in material, design, and workmanship.
- 11.3. Laborie does not warrant that the operation of the Products will be uninterrupted or error-free. Repairs and replacements under the warranty have a 90-Day limited warranty and do not extend theoretical warranty.
- 11.4. Longer warranties may be purchased for some Products at an additional charge. The terms of any extended warranties are listed in Laborie's extended warranty or service contract documentation.
- 11.5. Customer's remedy under the warranty is limited to repair or replace the Product, at Laborie's option. Customer is responsible for all shipping and handling charges and complying with applicable laws and regulations for any Products returned under this Section.
- 11.6. Laborie's warranty shall not apply to defects or non-conformities resulting from: (a) improper or inadequate maintenance or installation of the Products, (b) use of the Products or services in combination with software, interfaces, or other products or materials not supplied or specifically authorized by Laborie, (c) unauthorized or improper use, modification maintenance or repair of the Products, including use that is not consistent with the Product labelling; (d) abuse, negligence, accident, or other damage from external sources; or (e) improper preparation of Customer's facilities for product installation and use.
- 11.7. All warranty periods apply only to the original buyer and are not transferable.
- 11.8. THE WARRANTY SET FORTH IN THIS SECTION IS LABORIE'S SOLE WARRANTY FOR THE PRODUCTS. TO THE EXTENT PERMITTED BY LAW, LABORIE DISCLAIMS ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS, INCLUDING ANY REPRESENTATIONS,

WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE RELATED TO THE PRODUCTS.

12. LIMITATION OF LIABILITY

- 12.1. To the extent permitted by law, no claim may be brought against Laborie, whether in contract, tort or otherwise, more than one (1) year after the Products were delivered.
- 12.2. CUSTOMER'S SOLE REMEDY, AND LABORIE'S SOLE LIABILITY, FOR ANY CLAIM, WHETHER FOR BREACH OF WARRANTY OR OTHER BREACH OF THIS AGREEMENT OR BASED ON ANY OTHER THEORY, WILL BE THE REPAIR OR REPLACEMENT AS PROVIDED FOR UNDER THESE CONDITIONS. EXCEPT FOR THIS LIMITED LIABILITY, UNDER NO CIRCUMSTANCES WILL LABORIE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, DATA, USE OR OPPORTUNITY, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND WHETHER OR NOT LABORIE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. DATA PROTECTION

- 13.1. Each party shall comply with the relevant data protection laws applicable to them. Customer can find all information on the processing of personal data by Laborie in the context of sales activities in our Laborie Data Protection Information for Business Partners, including information on the purposes of data processing, data subject rights and further contact details. Customer may also request a copy of our Data Protection Information by e-mail to privacycompliance@laborie.com. Customer is obliged to pass on our Data Protection Information to Customer's employees and contractors insofar as they are involved in the contractual relationship between Customer and Laborie.

14. DEFINITIONS

"Affiliates" means any entity or company directly or indirectly controlling, controlled by, or under common control with Laborie Medical Technologies Corp.
 "Capital Equipment" means the reusable Products identified the respective Laborie Product order, including accessories therefor.
 "Conditions" means the global terms and conditions of sale set out in this document, and subject to change without notice from time to time by Laborie.
 "Consumables" means catheters, electrodes, tubing, probes, uroflow accessories, commodes, bladderscanner accessories and any other Products intended for single patient use only.
 "Customer" means the person, firm, company, or other organization who purchases the Products from Laborie.
 "Laborie" means the appropriate Laborie company supplying the Products to the Customer.
 "Products" means the goods supplied or sold by Laborie to the Buyer, including Capital Equipment and Consumables.

15. CHANGES

- 15.1. Laborie reserves the right to make changes in the design or manufacture of the Products and to change part numbers and specifications for the Products without notice.
- 15.2. Customer may not change or cancel any order once it has been accepted by Laborie without Laborie's prior consent.

16. GENERAL/MISCELLANEOUS

- 16.1. Force majeure: Neither party shall be deemed to be in default of the Conditions herein for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations of either party hereunder.
- 16.2. No waiver by either party of a breach or omission by the other party under the Conditions herein shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- 16.3. Laborie's employees or agents are not authorized to make any advice, recommendations or representations concerning the Products unless confirmed by Laborie in writing. Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 16.4. Each party shall keep confidential details of these Conditions and Product prices supplied under the Conditions.
- 16.5. If any one or more of the provisions herein is for any reason held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable, in which event these Conditions shall be construed as if such provision had never been contained herein.
- 16.6. The parties agree to work in good faith to resolve any dispute that may arise under this Contract. This Contract shall be governed by and interpreted in accordance with the laws of the respective Laborie contracting entity, excluding rules of private international law that lead to the application of the laws of any other jurisdiction. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded from application to this Contract.

Digital copies and translations of Laborie's Global Terms & Conditions of Sale are available on the Laborie website.