

LABORIE STANDARD GLOBAL TERMS & CONDITIONS OF SERVICE

Whereas, Laborie is engaged in the supply of certain medical products and associated supplies, services, and repairs for the medical products.

Whereas, Customer desires Laborie to supply repair services for Products specified herein ("Services").

Conditions

In consideration of the matters stated herein and the mutual covenants contained herein ("Conditions"), the parties agree as follows:

1. INTERPRETATION

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

2. KEY DEFINITIONS

"**Laborie**" means the appropriate Laborie company supplying the Products to the Customer.
"**Affiliates**" means any entity or company directly or indirectly controlling, controlled by, or under common control with Laborie Medical Technologies Corp.

"**Products**" means the medical equipment and/or supplies identified in the respective Customer Documentation, sold to Customer by Laborie, and in scope of these Conditions.

"**Authorized Service Personnel**" means individuals and companies authorized by Laborie to provide the Services.

"**Conditions**" means these global terms and conditions of service, which govern the provision of Services by Laborie and may be updated by Laborie from time to time. Any such updates shall apply prospectively and shall not modify the terms of executed Customer Documentation unless expressly agreed in writing by both parties.

"**Customer**" means the person, firm, company, or other organization who purchases the Products from Laborie.

"**Customer Documentation**" means the documentation related to these Conditions and the Services offered therein, which outline the specific Services offered to the Customer for the respective Products.

"**Coverage Term**" is the term covered by these Conditions, as listed in the respective Customer Documentation.

"**Services**" means the support, repair, maintenance, and other services provided by Laborie through Authorized Service Personnel for the Products, as specified in the applicable Customer Documentation and subject to these Conditions. Services may include repairs, loaner equipment (if applicable), and technical support, but expressly exclude those activities identified in Section 4.2 (Exclusions) unless otherwise agreed in writing.

"**Software**" means any software provided by Laborie under a license agreement and/or embedded in or supplied with a Product, including firmware. This definition is subject to the exclusions and limitations set out in Section 4.2.9, and does not include third-party software unless explicitly specified in the Customer Documentation or licensed separately.

"**Service Schedule**" means the applicable schedule(s) referenced in or attached to the Customer Documentation that outline the scope, type, timing, Service Coverage Hours, rates (including Hourly Rates, if applicable), and any additional terms related to the Services provided by Laborie under these Conditions.

3. ORDERS

- 3.1. All Service orders are subject to acceptance by Laborie.
- 3.2. Any typographical, clerical, or other error or omission in any service 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.

4. COVERAGE TERMS, EXCLUSIONS AND PROCEDURES

- 4.1. **SERVICES.** As outlined in the respective Customer Documentation for the Products.
- 4.2. **EXCLUSIONS.** Services shall not include, unless specifically agreed to in writing and quoted by Laborie:
 - 4.2.1. Servicing of products other than the serialized Products detailed in the respective Customer Documentation.
 - 4.2.2. Servicing the Product if the Product Site or Product is contaminated with blood, organic, biological or other similar material, including but not limited to potentially infectious material ("Organic Material").
 - 4.2.3. Defects or damage resulting from use of accessories, consumables, software or supplies not authorized by Laborie.
 - 4.2.4. Defects or damage resulting from abuse, negligence, or other damage from external sources.
 - 4.2.5. Defects or damage resulting from reprocessing methods not approved by Laborie.
 - 4.2.6. Any consumables or supplies for use with the Products, including common replacement items such as cables, filters, connectors, lamps, and plugs.
 - 4.2.7. Any components, parts, and materials not manufactured or distributed by Laborie.
 - 4.2.8. Any combining of the Product with any third-party part, product or software other than those recommended by Laborie in writing or provided directly to Customer by Laborie for use together with Product.
 - 4.2.9. Providing software updates, back-up copies of software, or the programming of custom code, unless software updates are included in the Customer Documentation. For clarity, the Services for any Software do not include the following:

- 4.2.9.1. Maintenance or support of any third-party software,
- 4.2.9.2. Any third-party software bug fixes, security patches, or other similar software,
- 4.2.9.3. Any changes for any third-party applications, databases, servers, or operating systems, and

- 4.2.9.4. Any infrastructure or networking support on Customer's network.
- 4.2.10. Any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Authorized Service Personnel.

- 4.2.11. In the interest of safety for the Customer and the patient, Laborie will not perform partial repairs or accept partial repair requests.

- 4.2.12. Defects or damage from Customer's failure to comply with these Conditions.
- 4.2.13. Return of the Product to Customer will be at the Customer's expense if the problem is caused by one of the issues above.

- 4.3. **PARTS.** Laborie shall provide all parts and labour necessary to complete the Services to meet its then-current specifications or replace the Product at Laborie's discretion. Laborie reserves the right to use qualified, quality-assured reconditioned, refurbished, and/or serviceable used parts for Services provided hereunder.

4.4. PROCEDURES.

- 4.4.1. **Notification.** Customer shall notify Laborie of the need for Services by calling Laborie's technical support or emailing a completed Incident Report Form (found on Laborie's website) to Service@laborie.com within twenty-four hours of becoming aware of the need for Service. Laborie may request additional information related to the issue prior to offering Services.

- 4.4.2. **Depot Repair Services.** If return of the Products is required to provide Services, Laborie will prepare and provide Customer with a "Returned Material Authorization" (RMA) number, provided that the Services are covered under warranty, agreement, or a written commitment to pay for the Services has been provided by the customer. The "RMA" number must be included and clearly identifiable with the returned Products. Customer agrees to not return the Products to Laborie for Services without first obtaining a "RMA" number from Laborie. If required Laborie can issue a prepaid shipping label to Customer for shipping the Products and add the associated charges to the corresponding repair invoice. Once Laborie has received the Products, it shall provide the Customer with an estimate of the time required to complete the Services and to return the Products to Customer.

- 4.4.2.1. Any Parts or Products returned to Laborie without a valid RMA number may be returned to Customer at Customer's cost or disposed of by Laborie at then applicable disposal charge.

- 4.4.3. **Loaner Equipment.** If applicable, and outlined per the applicable Service Schedule, during the Coverage Term, Customer may request that Laborie provide Loaner Equipment for the Customer's use at the Customer's facility while Services are being provided. Whereby Customer is in compliance with these Conditions, Laborie agrees to provide Loaner Equipment to the Customer until the Products undergoing Services is returned, subject to the following terms and conditions:

- 4.4.3.1. A Return Material Authorization (RMA) number for returning the Products for Services must be obtained by Customer before any Loaner Equipment will be provided.

- 4.4.3.2. The Customer is responsible for all transportation, repair, theft, loss or damage of the Loaner Equipment. The Customer acknowledges that Laborie remains the sole owner of Loaner Equipment. The Customer will keep the Loaner Equipment free of all liens and encumbrances.

- 4.4.3.3. If any Loaner Equipment provided to the Customer is damaged by the Customer or requires repair during the Coverage Term, such Loaner Equipment will be covered by the service terms of these Conditions. Customer shall be responsible for the cost of all repairs or replacement of Loaner Equipment not included in Services.

- 4.4.3.4. The Customer agrees to use all Loaner Equipment in accordance with these Conditions and the instructions for use and/or user manuals of the Loaner Equipment.

- 4.4.3.5. Prior to returning Loaner Equipment, the Customer must disinfect the Loaner Equipment as provided in Section 3.5 below.

- 4.4.3.6. The Customer agrees to return the Loaner Equipment to Laborie within ten (10) business days after Laborie has returned the Products (regardless of whether the Products was or was not repaired). If Laborie does not receive the Loaner Equipment within said ten (10) business days, then Laborie reserves the right to issue an invoice to the Customer for the retail value of the Loaner Equipment and Customer agrees to pay the invoice in full.

4.5. OBLIGATIONS.

- 4.5.1. The Customer agrees to follow all cleaning, reprocessing, operating, and maintenance procedures for the Products (and any Loaner Equipment, if applicable) as described in Laborie's instructions for use and/or user manuals and in accordance with all applicable federal, state, and local laws.

- 4.5.2. The Customer agrees not to use any Products that is damaged or malfunctioning in any way for use in treating patients.

- 4.5.3. The Customer must provide Authorized Service Personnel with access to the Products (or any Loaner Equipment, if applicable) during the days and times agreed upon by both parties in accordance with the Service Coverage Hours detailed in the applicable Service Schedule of the respective Customer Documentation. Further, Customer must provide any reasonable assistance for diagnosing and correcting Products problems.

- 4.5.4. The Customer assumes the risk of loss or damage to Products while Products is in transit to and from the Customer's facility to Laborie's service facilities (as designated by Laborie). Laborie assumes the risk of loss or damage upon its acceptance of

delivery of the Products to Laborie's service facilities and while in Laborie's possession.

4.6. OBSOLETE, PREVIOUSLY PURCHASED PRODUCTS.

- 4.6.1. **Obsolete Products.** If Laborie determines that Products covered by these Conditions becomes obsolete during the Coverage Term and is no longer capable of being serviced under these Conditions, unless otherwise specified in the Customer Documentation, Laborie will perform the following:

- 4.6.1.1. Laborie shall so notify the Customer immediately.

- 4.6.1.2. The obsolete Products shall be removed from Exhibit A.

- 4.6.1.3. The overall remaining Coverage Term will be adjusted, on a pro rata basis (to include the Products remaining covered by these Conditions), to reflect the equivalent value of discontinued services for such obsolete Products. The adjustment to the overall term will be Laborie's sole obligation and the Customer's exclusive remedy for the discontinuation of Services for such obsolete Products.

4.6.2. Previously Purchased/Currently Owned Products.

- 4.6.2.1. These Conditions cover only the Services for Products that is newly manufactured by Laborie, repaired by Laborie under these Conditions, or previously purchased Laborie Products that is in proper working condition and meets Laborie's acceptable performance criteria.

- 4.6.2.2. To establish proper working condition of previously purchased Products currently in clinical use, pre-coverage evaluation of the Products by Laborie is required. Upon evaluation by Laborie, should the Products need repairs necessary to return the Products to Laborie's acceptable performance criteria in order to be eligible for inclusion of these Conditions, such repairs must be completed before the previously purchased equipment is included under these Conditions as Products, and the Customer will be responsible for the payment separately from the payment for Services under these Conditions. Some exceptions may apply – please contact Service@laborie.com for more information.

5. PAYMENT & PAYMENT TERMS.

- 5.1. **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.

- 5.2. Prices exclude: (a) applicable taxes, unless Laborie is provided with valid tax exemption certificate or number, (b) shipping and handling charges unless otherwise noted; and (c) other fees and charges related to customs, duties, and brokerage.

- 5.3. The purchase price for the Services are stated in the respective Customer Documentation ("Service Fee").

- 5.4. Service Fee payment terms are, at Laborie's sole discretion:

- 5.4.1. By advance payment at the time of order; or

- 5.4.2. With prior credit approval, Net thirty (30) days from the date of Laborie's invoice.

- 5.4.3. The failure to pay any invoice when due shall constitute a material breach of these Conditions and Laborie's obligation under these Conditions to perform Services will be suspended until all required payments have been made.

- 5.4.4. 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.

- 5.4.5. Laborie reserves the right to, at any time, terminate, limit, or otherwise amend any credit facility extended to the Customer.

- 5.4.6. 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.

- 5.4.7. If, after Services have been delivered, 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, and without notice suspend or cancel any or all further Services under these Conditions and under any other contracts between Customer and Laborie.

6. DELIVERY OF SERVICES.

- 6.1. Laborie shall provide only the services expressly described in the Customer Documentation which will be performed using commercially reasonable efforts during the Service Coverage Hours, at the rates set forth in the applicable Service Schedule of the respective Customer Documentation for the Products, except as modified in the Customer Documentation ("Hourly Rates").

- 6.2. If a support request is deemed by Laborie not to be included as part of the Services, Laborie will charge Customer its then-current hourly rate, as set out in the applicable Service Schedule, for time expended and any portion of one hour prorated at such rate, and charge for all expenses reasonably incurred by Laborie related to such support request.

- 6.3. Laborie will make reasonable efforts to accommodate Customer's request for Services. Delivery of Services is subject to availability of the Authorized Service Personnel and other resources at the time of Customer's request for Services. LABORIE SHALL NOT BE LIABLE FOR ANY DELAY OR DAMAGE ARISING FROM LABORIE'S FAILURE TO MEET SUCH REQUEST FOR SERVICES.

7. EXCUSABLE DELAYS

- 7.1. Laborie is excused from performing the Services to the extent that such delay or failure to perform is caused by events beyond Laborie's reasonable control including, but not limited to, acts of God, acts of third parties, acts of Customer, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labour disputes, acts of sabotage,

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riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, or Product being contaminated with Organic Material. All of the foregoing, individually and collectively, are "Excusable Delays".

8. WARRANTY

8.1. Laborie warrants that Parts installed and services performed by Laborie or Laborie-approved subcontractors, will be free from defects in material and workmanship respectively for a period of 90 days from the date of installation or performance of the service, respectively, provided that the warranty for parts purchased directly by the Customer from Laborie and not installed by Laborie is 30 days only from the date of purchase.

Services Remedy. If Laborie determines that any Service fail to meet the foregoing warranty, Laborie shall re-perform such Service to meet the foregoing warranty at its cost.

Excluded from Warranty. This warranty will not apply to

- a. Product defects resulting from improper or inadequate maintenance by Customer or its agents.
- b. Customer or third-party supplied parts, software, interfaces, or supplies not recommended or provided by Laborie.
- c. Use or operation of the Product other than in accordance with Laborie's applicable product specifications and written instructions.
- d. Abuse, negligence, accident, loss, or damage to a Product in transit.
- e. Improper site preparation; unauthorized maintenance or modifications to the Product.
- f. Defects related to viruses or similar software interference resulting from the connection of the Product to a network.

9. INTELLECTUAL PROPERTY RIGHTS.

9.1. All intellectual property rights relating to Laborie, the Products, the Loaner Equipment if applicable, and these Conditions, including all names, trademarks, copyrights, patents, mask works, trade secrets, know-how, technology, computer software and related documentation and source code and other intellectual property rights, are and shall remain the property of Laborie and nothing in these Conditions shall be deemed to grant to Customer a license or other right to use Laborie's intellectual property or other associated proprietary rights. Laborie reserves any rights not expressly granted herein.

9.2. Laborie retains all right, title and interest to all software and computer programs furnished together with any Product (the "Software"), except to the extent expressly granted in a separate written license agreement between the Customer and Laborie (each, a "License Agreement"). Customer will use the Software only in conjunction with the use or operation of the applicable Product and in accordance with applicable Laborie published specifications. Without limiting the application of anything contained in the License Agreement, Customer hereby agrees that it will not copy, modify, make any derivative work based upon, publish, or distribute any Software. Further, Customer will not reverse engineer, decompile or attempt to discover or recreate any source code to any Software.

9.3. In connection with the installation, configuration, maintenance, repair and de-installation of the Product, Laborie might deliver to the Product Site or use in the Services certain proprietary service materials (including software, diagnostic tools and written or electronic documentation) that have not been purchased by or licensed to Customer ("Laborie Tools"). The presence of Laborie Tools within the Product Site or in association or use with the Product does not, and will not, give Customer any right, title or interest to Laborie Tools or any license or other right to access, use or decompile Laborie Tools. Any access to or use of Laborie Tools by anyone other than Laborie personnel is prohibited. Customer consents to Laborie removal of all or any part of Laborie Tools at any time.

10. TERMINATION. Except as otherwise agreed in writing, without limiting the foregoing, either Party may terminate under these Conditions:

- 10.1.** Upon material breach by the other party, which shall include a default in payment due, if the breaching party has failed to cure the breach within 60 days after receiving written notice specifying the breach;
- 10.2.** For any reason by providing 180 days prior written notice to the other party for any reason.

11. COMPLIANCE WITH LAWS. Each party shall comply with all applicable laws, ordinances, codes, and regulations of governmental agencies. 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.

12. GENERAL.

12.1. AUTHORIZATION. The Customer acknowledges that, when entering into these Conditions, Laborie has relied upon Customer's representation that the Products and, if applicable, the Loaner Equipment, will be used only by Customer and only for business purposes. The Customer represents that it has the power to enter into these Conditions and that the person executing these Conditions on behalf of the Customer has been duly authorized and has all required corporate approvals. Laborie's employees or agents are not authorized to make any advice, recommendations or representations concerning the Products or Services 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.

12.2. ENTIRE AGREEMENT. These Conditions constitute the entire agreement between the parties concerning the subject matter hereof and supersedes any prior written or verbal agreements or understandings in connection herewith. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing and signed by an authorized signatory of each of the parties hereto. Nothing in these Conditions, whether express or implied, is intended to confer any rights or remedies under or by reason of these Conditions on any person other than the parties to these Conditions and their respective successors and permitted assigns.

12.3. LIABILITY. LABORIE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE PRODUCTS OR SERVICES (INCLUDING SERVICES, PRODUCTS AND LOANER EQUIPMENT). IN NO EVENT SHALL LABORIE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OR DAMAGE TO ASSOCIATED PRODUCTS, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, DOWN TIME COSTS, AND LOST DATA) ARISING OUT OF THESE CONDITIONS (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), OR ITS CANCELLATION, IRRESPECTIVE OF WHETHER THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL LABORIE BE LIABLE FOR ANY DAMAGES UNDER OR ARISING OUT OF THESE CONDITIONS IN EXCESS OF THE AGGREGATE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO LABORIE UNDER THESE CONDITIONS. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITY SET FORTH IN THESE CONDITIONS ARE INDEPENDENT OF ANY EXCLUSIVE OR LIMITED REMEDIES AND SHALL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

12.4. DATA PROTECTION. 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.

12.5. FORCE MAJEURE. Neither party shall be deemed to be in default of these Conditions for failure to fulfil its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations of either party.

12.6. CONFIDENTIALITY: Each party shall keep confidential details of these Services not already publicly available.

12.7. SEVERABILITY: 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.

12.8. DISPUTES: The parties agree to work in good faith to resolve any dispute that may arise under these Conditions. These Conditions 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.

12.9. NOTICES. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered, international courier service or certified mail or delivery either by hand or by messenger, or by e-mail or other electronic means, addressed to the address set forth in these Conditions. Any notice so addressed or otherwise delivered shall be deemed to be given when actually received by the addressee.

12.10. INDEPENDENT CONTRACTOR. Laborie is Customer's independent contractor. Laborie's employees are under Laborie's exclusive direction and control. Nothing in these Service Terms and Conditions will be construed to designate Laborie, its subcontractors or any of their respective employees as Customer's employees, agents, joint ventures or partners.

12.11. SUBCONTRACTS. Laborie may from time-to-time subcontract some or all of its service obligations hereunder to other parties; provided, however, that no such subcontract will release Laborie from its service obligations to the Customer.

12.12. ASSIGNMENT. Neither these Conditions nor any rights granted hereby may be assigned by Customer voluntarily or by operation of law without Laborie's prior written consent and any such attempted assignment shall be null and void. These Conditions shall inure to the benefit of and be binding upon any successor or assignee of Laborie.

12.13. GOVERNING LAW AND VENUE. The parties agree to work in good faith to resolve any dispute that may arise under these Conditions. These Conditions 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 these Conditions.

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