

MXR Imaging, Inc.

STANDARD TERMS AND CONDITIONS OF SALE FOR PARTS, PROBES and PROBE & PORTABLE REPAIRS

These terms and conditions apply to any sale of MXR Imaging's products, probes, parts, accessories and supplies ("Product"), apart from a specific quotation for equipment.

PRICES, TAXES, LATE FEES AND PAYMENT

All published prices or prices quoted by 'SUPPLIER' are based on costs and conditions existing on the date of the Quote and are subject to adjustment without notice. Written quotations expire automatically seven (7) calendar days from the date stated on the quotation and are subject to change or termination within that period. Defective products that may have been altered or previously repaired or that may have internal damage that is not identifiable through 'SUPPLIER's standard evaluation process could require additional work and charges over and above what is reflected in the original Quote, and may impact 'SUPPLIER's ability to repair the product. Therefore, 'SUPPLIER' reserves the right to alter the pricing quoted, or to decline to repair defective products. The quoted price(s) may not include applicable sales, excise, use, or other taxes in effect or later levied, all of which taxes shall be paid by the Customer.

Products will be invoiced at the price in effect on the date we accept your order, per the provided Quote. Any applicable taxes will be added to the prices unless we receive an acceptable tax exemption certificate. Invoices are payable in United States currency only to the address listed on 'SUPPLIER's invoice. Unless otherwise expressly stated in the Quote, terms for parts delivery in USA and Canada are net cash on or before the thirtieth (30th) day following the date of invoice. A 3% convenience fee will be charged for all credit card payments. Failure to make timely payment(s) is a material breach, for which (in addition to other available remedies) 'SUPPLIER' may suspend the customer account until all past due amounts are brought current.

- a. Overdue payments shall be subject to finance charges computed at a periodic rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse 'SUPPLIER' for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer may be applied first to any outstanding balance. If Customer does not make any payments for services or parts within forty-five (45) business days after such payments are due, 'SUPPLIER' may, upon ten (10) business days prior written notice to Customer, enter upon Customer's site and remove the parts.
- b. Customer will be subject to 'SUPPLIER's' ongoing credit review and approval process. Payment terms may change based on a change to Customer's credit status, with prior written notice from 'SUPPLIER'.

ORDER PLACEMENT

Customer may order products and services from 'SUPPLIER' by using Customer's standard PO documentation system. Customer PO shall include a valid PO Reference Number, physical ship-to address, bill-to and contact information, valid part number and accurate product description, quantity, unit price, total PO amount, applicable sales tax information, method of shipment, courier and account information. Written POs received by 'SUPPLIER' are assumed to be generated by authorized agents of Customer. Verbal POs are not an acceptable method for order placement. Delivery: The 'SUPPLIER' shall 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 the 'SUPPLIER's control including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, fires, epidemics, lockouts, strikes, and slowdowns, delays in delivery by the 'SUPPLIER's suppliers, or acts or omissions of the Customer. In the event of delay due to any such cause, time for delivery shall be extended for a period equal to the duration of the delay and the Customer shall not be entitled to refuse delivery or otherwise relieved of any obligations as a result of the delay. If as a result of any such cause, any scheduled delivery is delayed for a period in excess of 10 days, we may at our option, by written notice to the Customer, cancel that and all future deliveries without further liability or obligation of any kind. Products on which delivery is delayed due to any cause within the Customer's control may be placed in storage by 'SUPPLIER' at the Customer's risk and for its account.

SHIPMENT

Unless specific instructions to the contrary are supplied by the Customer, methods and routes of shipment will be selected by 'SUPPLIER'; However, by doing so 'SUPPLIER' will not thereby either assume any liability in connection with shipment, or constitute any carrier as the agent of the 'SUPPLIER'. Shipments will be insured if requested by the Customer and at the Customer's expense and made at the Customer's risk, and the Customer shall be responsible for making all claims with carriers, insurers, warehousemen and others for miss-delivery, non-delivery, loss, damage, or delay.

PRODUCT ACCEPTANCE: Unless expressly provided otherwise, Customer shall be deemed to have accepted a Product delivered by 'SUPPLIER' on the earliest of: (i) if 'SUPPLIER' installs the Product, one (1) business day after Supplier notifies Customer that it has completed assembly and the Product is operating substantially in accordance with published performance specifications; (ii) if 'SUPPLIER' does not install the Product, two (2) business days after delivery of the Product to Customer; or (iii) the date the Customer first uses the Product for patient use. Unless otherwise specified, Supplier assumes no obligation to install any products sold, or to place them in working order, at the Customer's premises.

CORE EXCHANGES

If applicable, all Exchanges require a valid RMA (Return Material Authorization) number. Unless otherwise indicated in the Quote, all orders for products are provided on an "Exchange" basis, and therefore require the return of an equivalent "like for like" repairable part ("Core") to 'SUPPLIER' within twenty (20) calendar days of shipment of Product. Failure of the Customer to ship the replacement or ship a replacement core within twenty (20) calendar days that is NOT repairable, will result in an additional billing to the Customer up to the full outright market value of the product. A late "core exchange" fee of \$150.00 will be invoiced to the Customer if additional billing has been done and a core is received after the fact. Documentation provided with Core shall clearly

reference 'SUPPLIER's RMA reference number and be returned in 'SUPPLIER's original package using generally accepted industry standards with the RMA reference number clearly visible on the box. All shipping, handling and packing expenses relating to the return of the Core shall be the responsibility of the Customer. The original part received may be returned at the Customer's request and expense, or after 30 days it will become the property of 'SUPPLIER'.

- a) *Definition of Repairable Product:* (a) Product free from defects that would prevent any reasonable repair, (b) Product containing all original software, flash codes, and ID chips, as applicable (c) Product consisting of all original components in place and meeting the OEM specification requirements.
- b) *Definition of a Non-Repairable Product:* (a) Product that has been misused, abused, tampered with, scorched, excessively burned, fluid saturation or subjected to any other casualty damage: (b) Product needed a new structure: (c) Product whose estimated repair costs exceed any potential sales price to a subsequent customer; or (d) Product that is received in a crushed or broken condition.

RETURNS: All products returned must have a valid RMA (Return Material Authorization) number specific to the purpose of return. All returns must be received within 20 calendar days of the shipment date and are subject to a thirty percent (30%) or a minimum of \$200 restocking fee for orders over \$500 / minimum of \$150 restocking fee for orders under \$500. If the return is not received within 30 calendar days, Customer will be charged the outright price of the product. If a seal is broken on a returned part or a part is damaged while in Customer's possession, or is in need of repair or replacement after Customer returns it to 'SUPPLIER', Customer will be charged 45% restocking fee, if repairable. If the returned product is unrepairable, Customer will be charged the full outright market value of the part, unless otherwise agreed to by 'SUPPLIER' in writing.

PROBE REPAIRS

Approval to Evaluate: By sending in a defective item to 'SUPPLIER' for repair, Customer agrees to allow 'SUPPLIER' to conduct an extensive evaluation of Customer's product, which may include full disassembly of the item. Customer understands that this is necessary to provide an accurate evaluation, and expressly authorizes 'SUPPLIER' to perform such actions. Upon request by Customer, 'SUPPLIER' will make commercially reasonable efforts to restore Customer's product to previous condition prior to return of item to Customer. Customer will be charged an evaluation fee of \$500 Standard probe evaluation and \$750 for TEE probe evaluation; however, probe evaluation fees are waived upon approval of quote by SUPPLIER for the repair of the probe or upon receipt of probe repair order.

Loaners: 'SUPPLIER' may at 'SUPPLIER's option loan to Customer products for temporary use ("Loaner") while Customer's defective product is in transit, evaluation, or repair. The Loaners may at 'SUPPLIER's option be provided free of charge. The Loaners may at 'SUPPLIER's option be charged if the following conditions are met: (i) if 'SUPPLIER' ships Loaners to Customer and the Customer's defective product(s) is/are not received by the 'SUPPLIER' within ten (10) calendar days after 'SUPPLIER' has shipped the Loaner, a charge of \$250 per business day per Loaner will be charged to Customer for the products until the 'SUPPLIER's Loaners are returned. If Loaners are not received by 'SUPPLIER' within thirty (30) calendar days after the deadline for 'SUPPLIER's receipt from Customer of Customer's defective products, Customer will be charged the full outright market price of the loaned items; (ii) if 'SUPPLIER' has received the Customer's defective product, and provided a recommended course of action for repair or exchange of the defective product, the customer has five (5) days to respond as to whether 'SUPPLIER's recommendation is accepted by Customer. After such period, the Customer will be charged a \$250 per business day Loaner fee per Loaner; (iii) if, after 'SUPPLIER' has recommended a course of action for repair or exchange of the defective product, Customer requests a return of the defective Product and rejects any service by 'SUPPLIER', Customer will be charged a minimum \$500 evaluation fee and have ten (10) calendar days to return the loaner with no loaner rental fees charged. If the loaner probe is not received within ten (10) calendar days then the loaner rental fees will apply; (iv) if, after the Customer receives their repaired probe back the Customer has ten (10) calendar days to return the Loaner probe or a daily Loaner rental fee of \$250 per business day per Loaner will be applied. If a Loaner is damaged while in Customer's possession, or is in need of repair or replacement after Customer returns it to Supplier, Customer will be charged the lower of the 'SUPPLIER' repair list price, if repairable, or the market value of the Loaner, unless otherwise agreed to by 'SUPPLIER' in writing prior to the provision of the services. Customer must notify 'SUPPLIER' of any Loaner defects within 24 hours of receipt; otherwise, Loaners shall be deemed acceptable to Customer. If Loaner is returned by Customer to 'SUPPLIER' and is determined to be unrepairable by 'SUPPLIER', Customer will be charged the full outright market price of the loaned items.

Warranty: There is a 90-day warranty on repaired portion of the probe. 'SUPPLIER' is not responsible for the portion of the probe that is not repaired at our facility.

PORTABLE ULTRASOUND SYSTEM DEPOT REPAIR

Warranty: There is a 90-day warranty on repaired portion of the system. 'SUPPLIER' is not responsible for the portion of the system that is not repaired at our facility.

Flat Rate Pricing: Flat Rate Repair pricing correlates to the repair of a system whose parts and components are deemed repairable by 'SUPPLIER'.

Repairable parts and components exclude, without limitation, the following:

- Problems related to firmware
- Systems that have physical damage to the PCB (delamination, burned traces, etc.)
- Systems that have been previously repaired elsewhere
- Unknown failure modes

Unrepairable: After performing a full system evaluation, if 'SUPPLIER' cannot repair the portable system and/or the system issue falls under the exclusions listed above, we will notify the customer. We will deem the portable system unrepairable at the Flat Rate Repair price. If the portable system can be repaired by purchasing and replacing substantial parts (i.e. board replacement) the customer will be notified the portable system is deemed unrepairable at the Flat Rate Repair price and will be offered an alternative quote in cases where this is possible. It is at the customer's discretion at that point to take one of two

actions: (1) hire 'SUPPLIER' to perform the repair at the quoted price or (2) decline the repair and have their portable system returned. If a customer has a system that is deemed unrepairable at the Flat Rate Price returned, the customer is responsible for the return shipment cost but will NOT be charged the evaluation fee of \$550.

Repairable: For those customers who have sent in their portable system for evaluation and their system is deemed repairable at the Flat Rate Repair price, the customer will not be charged the evaluation fee (\$550) if the customer proceeds with the repair at the Flat Rate Repair price. However, if an 'SUPPLIER' evaluation deems a system repairable and the customer decides NOT to proceed with the Flat Rate Repair, we will charge the customer an evaluation fee of \$550.

ADDITIONAL WARRANTIES AND DISCLAIMER

'SUPPLIER' warrants its product against any defects or malfunctions for 90 days unless otherwise specified at the time of sale. This warranty is void if the serial number has been altered or removed from the product. If the failure of the product is a result of accident, abuse, misapplication or Acts of God, 'SUPPLIER' shall have no responsibility under this warranty policy. Warranty terms and credit terms are as follows: 1. All warranty claims require a valid Warranty RMA (Return Material Authorization) number valid for warranty only to be requested within 90 days of the original shipment date or as stated at the time of sale. Please contact the 'SUPPLIER' to obtain an RMA number prior to returning product. In an effort to expedite the warranty claim and confirm the failure of the part, please note that you may be required to speak to a technical engineer prior to receiving a replacement. 2. All warranty parts must be returned to 'SUPPLIER' within 15 calendar days of the Warranty RMA. 3. All warranty parts returned without a RMA number will be processed as an Exchange part and no credit will be issued. 4. All warranty claims will undergo a technical review validation, and credit will only be issued on valid and approved warranty claim. A restocking fee of 30% will be invoiced if the warranty claim is found to be invalid after the completion of the technical review.

Warranties do not cover:

1. Any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (a) Alteration, improper storage, handling, use or maintenance, or any extraordinary use, repair or service of Product, by anyone other than us or our authorized representatives, (b) Failure to strictly comply with any written recommendations, instructions, or warnings provided by us or the manufacturer, (c) Using or combining Product with any item or data except as specified in Product specifications (d) Any of your designs, specifications or instructions, (e) Failure to use Product in accordance with its specifications, including upper and lower date limits, (f) Failure of Product, other than 'SUPPLIER' Product, to use or process correctly dates, or (g) Any cause external to Product, as furnished by us, or beyond our reasonable control;
2. Use of Product on, or in connection with, a machine for which it was not designed and any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from machine defects:
3. Combination of the product with any item not provided by 'SUPPLIER', or with any incompatible items of ours, or your failure to acquire or install upgrades, or take other actions we may recommend so these Products properly function.
4. Buyer's associated or indirect facility costs arising from repair or replacement of Product.
5. Product installed outside the United States and Canada.

DISCLOSURE OF INFORMATION

Any information you transmit to us in connection with the Product is not to be regarded as confidential unless agreed in writing.

LIMITATIONS OF REMEDIES AND DAMAGES

SUPPLIER' will promptly re-perform any non-conforming services provided all claims for service non-conformity are communicated to 'SUPPLIER' within the warranty period from the date the original services were performed. All claims for defective parts must be made within the warranty period by the customer. 'SUPPLIER' will, at its option, repair, replace, or credit any parts which it determines is defective; provided that the customer's conduct has not caused or contributed to the defect. Except as provided below with respect to tort liability arising from gross negligence or willful misconduct, 'SUPPLIER'S' MAXIMUM LIABILITY UNDER THIS AGREEMENT TO CUSTOMER MAY NOT EXCEED THE PRICE OF THE SERVICE OR PARTS INVOLVED IN THE CUSTOMER CLAIM. IN NO EVENT SHALL 'SUPPLIER' BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. 'SUPPLIER' SHALL HAVE NO LIABILITY FOR ANY ASSISTANCE NOT REQUIRED UNDER THIS AGREEMENT WHICH 'SUPPLIER' OR ITS EMPLOYEES OR SUBCONTRACTORS PROVIDED TO THE CUSTOMER. NEITHER PARTY HAS ANY TORT LIABILITY TO THE OTHER ARISING FROM THIS AGREEMENT, EXCEPT TO THE EXTENT EITHER PARTY COMMITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THE ABOVE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE.