

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") govern the sale of all products and services by Belimed, Inc. ("Belimed") to Customer.

ACCEPTANCE:

All sales of products and services by Belimed are made exclusively under these Terms unless additions or modifications are agreed to in a writing that is signed by a Belimed authorized representative. Belimed's sale is limited to, and conditioned upon, Customer's acceptance of these Terms. By accepting performance by Belimed, Customer is deemed to have accepted these Terms. These Terms supersede and replace all prior agreements, representations, discussions or negotiations, regardless of whether those prior events occurred in writing (including email's), by voice, through testing or samples, or by any other means.

PRICES AND PAYMENT TERMS:

Unless otherwise specified in writing, all prices are firm for sixty (60) days only from the date of the offer. Payments are due net thirty (30) days from the date of invoice except for deposits or down payments which are due in advance. Payments shall be made in immediately available funds without deduction or set-off except that credit card payments may be made when the total amount of the purchase does not exceed \$10,000.00. Any amount not paid within 30 days after the due date shall bear interest at the rate of 1.5 percent per month or the maximum rate of interest allowed by law, whichever is less. Credit terms may be suspended or changed at any time if in Belimed's sole opinion it believes Customer's financial condition warrants. Belimed may suspend performance and refuse to deliver any goods or services if Customer fails to pay any amount when due. Customer hereby grants Belimed a purchase money security interest in the products delivered to Customer to secure payment of the price.

TAXES:

Belimed's price is exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency with the exception of taxes imposed upon Belimed based on its net income. Customer shall be liable for payment of all taxes, however designated, including without limitation, state or local sales, use and personal property taxes. Customer agrees to pay the amount Belimed invoices Customer for such taxes. In the event Customer claims it is exempt from any taxes, Customer shall provide Belimed with written evidence, reasonably satisfactory to Belimed, of such tax exempt status. Customer agrees to indemnify and hold Belimed harmless for any such tax liability in connection with the sale.

SHIPPING, DELIVERY AND INSTALLATION:

All goods are shipped FOB domestic port of entry or other U.S. point of origin, as determined by Belimed, freight prepaid and add which will be invoiced to Customer. Dates for the delivery of services or goods are approximate only and subject to variation or change. Insurance, packing, unloading and handling are not included unless otherwise noted. Belimed is unable to honor any special freight carrier requests due to size and complexity of its equipment. Whenever Customer is responsible for shipping goods to Belimed, Customer will be liable for lost or damaged goods prior to receipt by Belimed.

RETURNS AND CANCELLATIONS:

All returns and cancellations are subject to Belimed's prior approval. Belimed reserves the right to allow or deny any return or cancellation in its sole discretion. Any return approved by Belimed will be assigned an RMA code which Customer must include on the return shipping label. Returns will be subject to a Restocking Fee. The

Restocking or Cancellation Fee, as applicable, is 25% for any Sterile Workflow Product (SWP) return, including but not limited to, Ultrasonic Washers, Prep and Pack Workstations, Processing Sinks, Warming Cabinets, Drying Cabinets, Scrub Sinks, Instrument Tables, Case Carts, and Water Purification Systems. All other returned or cancelled Products shall be subject to a 15% Restocking or Cancellation Fee. In addition to the Restocking Fee, Customer is also responsible for all return freight. Cancellations approved by Belimed will be subject to the payment of all of Belimed's costs incurred prior to the receipt of Customer's written notice of intent to cancel. Custom made or built-to-order items are not subject to cancellation or return once production has commenced.

WARRANTY AND REMEDIES:

Belimed's warranties vary depending on the goods and services it is providing. For new equipment, Belimed Reconditioned Equipment, spare parts and consumables, Belimed warrants that they will be free from defects in materials and workmanship for the duration of the Warranty Period. For services, Belimed warrants that the services it provides will be performed in a good workmanlike and professional manner for the duration of the Warranty Period. For new equipment only, the Warranty Period is one year from the date of receipt by Customer. For Belimed Reconditioned Equipment, service, spare parts and consumables, the Warranty Period is ninety days from the date the service, spare parts or consumables are delivered to the Customer. "Belimed Reconditioned Equipment" means products that are identified at the time of sale as such in writing. To be covered under this warranty, Customer must make a warranty claim in writing to Belimed no later than ten days beyond the expiration of the Warranty Period.

Belimed's warranties are subject to certain exclusions. These warranties will not apply when: (i) the product, components or part was not manufactured by Belimed or is covered by the warranty of another manufacturer; (ii) damage was caused by accident or neglect; (iii) damage was caused by a failure to follow all installation and operation instructions or manuals or to provide normal maintenance; (iv) damage was caused by unauthorized or improper installation of attachments, repairs or modifications; (v) damage that is caused by ordinary wear and tear; or (vi) any other abuse or misuse.

Belimed provides certain limited warranty remedies.

If a covered warranty claim occurs for which Belimed is given notice in writing during the Warranty Period, within a reasonable time Belimed will repair or replace the defective product or service at Belimed's own expense. All warranty service is subject to Belimed's prior examination and approval and will be performed by Belimed at either its facility or at the Customer's location as determined by Belimed. All transportation in connection with warranty claims and service will be at Customer's expense. If Belimed is unable to repair the defective product or service to conform to the warranty after a reasonable number of attempts, Belimed will provide, at its option, a reasonably similar replacement for the products or services or a full refund of the purchase price. These remedies are Customer's exclusive remedies for breach of warranty. Unless otherwise agreed in writing by Belimed, the warranty extends only to the Customer and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

In the event any product is covered by the warranty of another manufacturer, Belimed will assign that warranty to Customer and that will be the exclusive warranty that applies.

EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS DOCUMENT, BELIMED HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCLUSIVE REMEDIES AND EXCLUSION OF DAMAGES:

The remedies herein are the exclusive remedies available to Customer for breach and in lieu of all others available at law or in equity. In no event shall Belimed be liable for, and Customer hereby waives any claims for, any direct, indirect, special, punitive, incidental, or consequential damages regardless of the theory on which the

claim is based, including breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. These excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the goods or services provided or any associated goods or services, cost of capital, cost of any substitute goods and services, facilities, downtime, the claims of third parties including customers, or injury to property.

LIMITATION OF LIABILITY:

Except for claims that arise from Belimed's gross negligence, Belimed's liability to Customer is limited to an amount equal to the price Customer has paid for the goods and services giving rise to the claim.

PATENT INFRINGEMENT:

- a) Belimed agrees to defend, indemnify and hold Customer harmless against any third party claim that Belimed's products infringe a U.S. patent issued as of the date of the acceptance of Customer's order. Belimed makes no assurances against infringement, unfair competition or similar claims which are based on the use of the products with a process or in combination with other equipment not approved or supplied by Belimed. Belimed's obligation to defend, indemnify and hold Customer harmless from any claims are conditioned on Customer fully complying with the terms of this section.
- b) In the event a claim of infringement is actually brought against Customer, or Customer learns that one may be brought, Customer must notify Belimed within 30 days. Belimed will have the right to assume the defense of the claim at its expense. Belimed will have the sole right to settle or otherwise compromise such third-party claim, or to modify the goods to avoid infringement or to repurchase the goods from Customer at a price equal to the then-current fair market value of the goods.

OWNERSHIP:

All drawings, designs and specifications supplied by Belimed are Belimed's sole property and are provided to Customer on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for Customer's internal use as necessary in connection with the use of Belimed's products.

SOFTWARE LICENSE:

If software is provided by Belimed, Customer is granted a nonexclusive, royalty free license only for Customer's use of the software provided with Belimed's goods. Under this license Customer may: (i) use the software in machine readable object code only and only with the products provided; (ii) copy the software into any machine readable object code form for back up purposes in support of Customer's use of the software on the products provided by Belimed; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by Customer without Belimed's prior written consent.

APPLICABLE LAW AND FORUM:

This agreement and all disputes arising hereunder shall be governed by the laws of the State of South Carolina without giving effect to the provisions thereof relating to conflict of laws. The parties expressly and irrevocably submit to the jurisdiction of the state or federal courts in South Carolina which shall have sole and exclusive jurisdiction over any claim, suit, proceeding or action arising out of or related to this agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the purchase and sale of these goods.

FORCE MAJEURE:

Each party will be excused from performing its obligations if it is unable to do so by as a result of fire, flood, storm, accident, pandemic or other acts of God (referred to as a "Force Majeure Event" in this document). A Force

Majeure Event will include any delay caused by any event beyond the reasonable control of the party. A Force Majeure Event that causes a delay greater than ninety days will entitle the other party to cancel the order. A Force Majeure Event may be used to delay a payment obligation for no more than ten days.

MISCELLANEOUS:

No part of this sale may be assigned without Belimed's prior written approval, which approval Belimed shall have the right to reject in its sole discretion. The sale of goods or services by Belimed under these Terms shall not create any right in any third party. The exercise of any right or remedy by Belimed under these Terms shall not preclude it from exercising any other right or remedy in the future. All notices or demands required or permitted under these Terms shall be in writing and shall be sent by certified mail, postage prepaid, return receipt required, or sent by a nationally recognized overnight air courier service, or personally delivered to a representative of the receiving party addressed, in the case of Customer at its address in Belimed's file and, in the case of Belimed, to the address set forth under "Ordering Instructions" above. The relationship between Belimed and Customer is that of independent contractor and no employee of one shall be deemed to be an employee of the other.

Belimed Inc., CP003 Rev 0 (02/16/2021)