

Terms and Conditions of Sale

1. **SELLER'S TERMS AND CONDITIONS CONTROL THIS SALE:** These terms and conditions govern the sale by IngMar Medical, LLC (the "Seller") to you ("Buyer") of goods that Buyer is purchasing from Seller. Buyer's acceptance is expressly limited to this contract. Seller hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to Seller in connection with the order of the goods. If Buyer has submitted or will submit additional and/or different terms and conditions to Seller, or submit a counteroffer to Seller, Seller's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms or Buyer's counteroffer.
2. **PRICE:** Buyer's order for goods is accepted subject to delivery, when available, at Seller's price, point of delivery, payment and other standard terms in effect at date of shipment. Buyer shall pay all taxes, excises, fees, or charges with respect to the sale and transportation of all goods shipped to Buyer. In the case of multiple or future deliveries, prices are subject to revision by Seller at any time. If Seller desires to revise the price, point of delivery or terms of payment for the goods hereunder, but is restricted or prevented from doing so by reason of any governmental law, regulation, order or action, Seller shall have the right to terminate this contract for sale of goods, with respect to any goods not then delivered, by notice to the Buyer.
3. **EXCUSE OF PERFORMANCE:** No liability shall result from delay in performance or non-performance, caused by circumstances beyond the control of the party affected, including, but not limited to acts of God, fire, flood, explosion, accident, riot, war, perils of the sea, sabotage, strike, lockout, labor trouble or shortage, embargo, epidemic, pandemic, government action or prohibition, breakage or failure of machinery, or curtailment or inability to obtain or delays in obtaining material, equipment, steam, water, power or transportation. If any such circumstances limit Seller's supply of goods to be sold under this contract, Seller shall have the right to prorate its available supply over its own manufacturing requirements and all for its customers solely in such a manner as Seller deems equitable, and the requirements hereof shall be appropriately reduced.
4. **BUYER'S CREDIT:** Seller reserves the right to terminate this contract or to suspend further deliveries in the event Buyer fails to pay in full for any shipment when same becomes due. If at any time, in Seller's opinion, Buyer's credit is limited, Seller shall have the right to require payment in advance, cash on delivery, or satisfactory security for future goods delivered.
5. **SHIPMENT:** Seller will arrange for shipments to Buyer as nearly in accordance with Buyer's shipping instructions as permitted by Seller's ability to schedule manufacturing and shipping. Seller shall not be responsible to Buyer for any failure to meet Buyer's shipping instructions. On sales made F.O.B. delivered basis, no allowances for shortage or damage will be made by Seller unless Buyer furnishes acknowledgement from the carrier that same occurred in transit. On sales F.O.B. Seller's plant or warehouse, Buyer will, in the event of loss or damage in transit, file its own claim with carrier.
6. **RETURN POLICY:** Seller will accept and will provide a refund or credit for the full purchase price of merchandise returned in new and saleable condition within 60 days of delivery. A refund or credit may be issued upon receipt and evaluation of merchandise. Please contact the Client Success Team for a Service Request Order (SRO) prior to returning any items. SRO numbers are valid for 60 days. All returned merchandise is subject to a 15% restocking fee. Purchased educational content such as training and scenarios is non-refundable.

7. **WARRANTIES:** All products are generally guaranteed to be free of defects for a period of one (1) year from date of delivery. The defect shall be a result of workmanship or material. The warranty period will not exceed a period of one (1) year, except if an extended warranty has been purchased. Defects caused by misuse, mishandling, tampering, or by modifications not authorized by Seller are excluded from this warranty. Seller is not responsible for deterioration wear or abuse. In any case, Seller will not be liable beyond the original selling price. In order to obtain coverage under this warranty, Seller must be promptly notified, in writing, upon detection of the defective goods. This notification must be received by Seller no later than two (2) weeks following expiration of this warranty. **THE STATED EXPRESSED WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS, WHETHER EXPRESSED OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.**

8. **LIMITATION OF LIABILITY:** Seller shall not be liable for, and Buyer assumes responsibility and agrees to indemnify seller for all personal injury and property damage resulting from the handling, possession, use or resale of any goods, whether used alone or in combination with other goods. In no event shall Seller be liable for, and Buyer shall indemnify Seller for, any incidental, consequential or other similar damages, or noncompliance with regulations of foreign governments. **BUYER'S EXCLUSIVE REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE SHALL BE FOR MONEY DAMAGES WHICH SHALL NOT EXCEED THE PRICE FOR THE GOODS IN RESPECT TO WHICH THE CLAIM IS MADE.**

9. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its performance hereunder without the prior written consent of Seller and any attempted assignment of delegation without consent shall be void.

10. **MISCELLANEOUS:** This contract is deemed by the parties to be a Pennsylvania contract and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A. If either Seller or Buyer brings a claim, action or lawsuit arising pursuant to or in connection with this contract and the goods against the other party, such party must file its claim, action or lawsuit exclusively in a state or federal court located in Pittsburgh, Pennsylvania. Seller and Buyer expressly submit to the exclusive jurisdiction of those courts, consent to venue in those courts, and waive any defense of inconvenient forum. **IN CASE OF ANY CLAIM, ACTION OR LAWSUIT PERTAINING TO THIS AGREEMENT OR THE GOODS, EACH OF SELLER AND BUYER AGREE TO WAIVE ANY RIGHT THAT IT MAY HAVE TO A JURY TRIAL OF ALL ISSUES THAT MAY BE RAISED IN SUCH LITIGATION.** The parties acknowledge that Seller's acceptance is made in reliance on Buyer's representation that it is not insolvent as that term is defined in the Uniform Commercial Code. This contract constitutes the entire agreement of the parties, and is the complete and exclusive statement of the terms of their agreement regarding the goods; provided, however, that provisions set forth in Seller's "Frequently Asked Questions about Ordering" stated at <https://www.ingmarmed.com/support/ordering-faqs/> are incorporated herein by reference and made a part hereof. Any amendment hereto must be in a written instrument signed by duly authorized representatives of both parties. No conditions, usage of trade, course of dealing, understanding or agreement purporting to modify, vary, explain or supplement the terms of this contract shall be binding, unless made in writing and signed by the parties to be bound. No waiver by Seller with respect to any breach or default or right or remedy, and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default or right or remedy, unless such waiver be express in writing signed by Seller. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity, illegality or

unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof. All headings herein are included for reference purposes only and shall not be used in the constructions or interpretation hereof.

11. SALE OF GOODS OUTSIDE THE UNITED STATES: The rights and obligations of the Buyer and Seller shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather, their rights and obligations shall be governed by the laws of the Commonwealth of Pennsylvania, including its provisions of the Uniform Commercial Code. Regardless of terms of shipment, if Buyer is located in a country other than the United States, title to and risk of loss of goods shall pass to Buyer upon clearance through customs in country of origin.