

MIDMARK RTLS SOLUTIONS, INC. STANDARD TERMS AND CONDITIONS

Terms and Conditions

1. **Contract.** Each sale of Midmark RTLS Products and the acceptance of any purchase order submitted by a Purchaser of Products is expressly made conditional on Purchaser's assent to these Terms and Conditions of Sale, and Midmark RTLS agrees to furnish the Products only upon these Terms and Conditions of Sale. Any additional, different, or conflicting terms and conditions set forth in any documents issued by a Purchaser at any time, including without limitation any purchase orders and any specifications are hereby objected to by Midmark RTLS, shall be wholly inapplicable to any sale of Products and shall not be binding in any way on Midmark RTLS. No waiver or amendment of these Terms and Conditions of Sale shall be binding on Midmark RTLS unless made in a writing expressly stating that it is such a waiver or amendment and signed by Midmark RTLS.

2. **Quote.** All quoted prices for the Products are in U.S. Dollars unless specifically noted otherwise and exclude the costs of freight, insurance, handling, or other similar costs. The quoted prices for the Products shall not include sales, use, excise, import or similar taxes, or duties. Consequently, in addition to the purchase price for Products, the amount of any present or future sales, use, excise, import or similar taxes, or duties or other tax applicable to the sale or use of the Products sold hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Midmark RTLS with a tax-exemption certificate acceptable to the taxing authorities. Purchaser shall indemnify, defend, and hold Midmark RTLS harmless from all such taxes.

3. **Payment.** Midmark RTLS may, but is not obligated to, sell Products to Purchaser on credit. In the event that Midmark RTLS sells Products on credit, then: (a) payment in full shall be due and payable thirty (30) days from the date of invoice; (b) in the event Purchaser fails to pay Midmark RTLS the purchase price within thirty (30) days of the date of invoice, Purchaser shall pay Midmark RTLS interest on such delinquent payment at one and one-half percent (1.5%) per month, compounded monthly, or the highest rate permitted by law. Purchaser shall pay all collection expenses, including but not limited to attorney's fees, incurred by Midmark RTLS in the collection of amounts owed by Purchaser.

4. Limited Warranty.

a. Hardware Warranty.

1. Midmark RTLS warrants any hardware that it manufactures to be free from defects in material for a period of one year from the date of shipment. If any Midmark RTLS manufactured product is defective in material, Midmark RTLS, at its option, shall repair or replace the defective product or condition, provided that the Purchaser gives Midmark RTLS prompt notice and satisfactory proof of any defect. If Midmark RTLS determines that a defect cannot be corrected by Midmark RTLS' reasonable efforts, the Purchaser shall be entitled to an equitable adjustment of the price.

2. Midmark RTLS' obligation under this warranty shall not apply to any product which has not been properly stored, installed, used, and maintained, or which has been repaired or

modified without Midmark RTLS' approval, or which has been subjected to any other kind of use or involved in any accident, or which has been used in an environment or in connection with any equipment or software which does not meet reasonable technical requirements specified by Midmark RTLS.

3. Midmark RTLS extends no warranties whatsoever with respect to products not manufactured by Midmark RTLS. As to such products, the Purchaser must refer to its rights under the manufacturer's warranty.
4. This section sets forth the sole liability of Midmark RTLS and the exclusive remedies of the purchaser for claims based on failure of or defects in any hardware sold by Midmark RTLS to the purchaser, whether the claim is in contract, tort, including negligence, strict liability, or otherwise and however instituted.
5. To process a warranty return, Purchaser should contact Midmark RTLS support at RTLSsupport@midmark.com. The returned material must have the issued RMA number clearly marked on the outside of the shipping container or it will not be accepted.

b. THE WARRANTY ABOVE IS MIDMARK RTLS'S ONLY WARRANTY WITH RESPECT TO HARDWARE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. MIDMARK RTLS DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDIES UNDER THE APPLICABLE WARRANTY ARE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. THE APPLICABLE WARRANTY AND THE REMEDIES SPECIFIED HEREIN ARE THE SOLE REMEDIES OF PURCHASER, WHETHER UNDER THEORIES OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.

5. End User License Agreement. If Purchaser purchases Products containing software, upon delivery of the Products and as a condition of their use by Purchaser, Purchaser agrees to the terms and conditions of the End User License Agreement set forth in Midmark RTLS' current version of its End User License Agreement located on-line at <https://midmark.com/medical/products/rtls/legaldocs>.

6. Technical Support and Software Maintenance. Provided that Purchaser has paid Midmark RTLS for support of the Products containing software, Midmark RTLS shall provide the maintenance and support services with respect to such software Products under the terms and conditions set for in Midmark RTLS' executed support and maintenance agreement (the "Technical Support and Software Maintenance Agreement").

7. Delivery and Acceptance. Midmark RTLS will make reasonable efforts to notify Purchaser of the anticipated delivery date of the Products. Purchaser shall be on site upon delivery and shall be responsible for unloading the Products. If within forty-eight (48) hours of delivery Purchaser has not provided Midmark RTLS an itemized written notice of an objection to the condition of the Products, Purchaser shall be deemed to have accepted the Products as satisfactory in all respects.

8. No Damages for Delay. Although Midmark RTLS will attempt to meet shipment and delivery schedules, Midmark RTLS will not be liable to Purchaser for any damages resulting from late shipment or delivery,

including but not limited to direct, indirect, economic, incidental, or consequential damages, including without limitation lost profits or income, loss of use, downtime, cover, and employee or independent contractor wages, payments, and benefits.

9. Transportation Expenses. All transportation expenses shall be paid by Purchaser. Purchaser shall be responsible for making all in-transit damage claims to the shipper or carrier.

10. Title and Risk of Loss. Title to the Products and risk of loss or damage shall pass to Purchaser F.O.B. Midmark RTLS' applicable facility.

11. LIMITATION OF LIABILITY. MIDMARK RTLS SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED UNDER THE QUOTE AND THESE TERMS AND CONDITIONS OF SALE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE QUOTE OR THESE TERMS AND CONDITIONS OF SALE, IN NO EVENT SHALL MIDMARK RTLS BE OBLIGATED TO DEFEND PURCHASER FROM ANY CLAIMS, ACTIONS, LIABILITIES, LOSSES, COSTS, DAMAGES OR EXPENSES RESULTING OR CLAIMED TO RESULT IN WHOLE OR IN PART FROM ANY ACTUAL OR ALLEGED (I) MISUSE OF PRODUCTS BY PURCHASER OR A USER OF THE PRODUCTS, (II) MISUSE OF PRODUCTS IN THE COURSE OF A DEMONSTRATION OF SUCH PRODUCTS BY PURCHASER, ITS EMPLOYEES OR AGENTS, (III) ANY ACTION OR INACTION OF PURCHASER, ITS EMPLOYEES OR AGENTS, OR (IV) THE DISPLAY, ASSEMBLY, SERVICE, SALE, REPAIR OR INSTALLATION OF PRODUCTS BY PURCHASER. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE QUOTE OR THESE TERMS AND CONDITIONS OF SALE, THE MAXIMUM AGGREGATE LIABILITY OF MIDMARK RTLS TO PURCHASER FOR ANY LOSS OR DAMAGE RESULTING FROM, ARISING OUT OF, OR RELATING TO THE MANUFACTURE, SALE, DELIVERY, RESALE, LICENSE, REPAIR, OR USE OF THE PRODUCTS OR SERVICES SHALL IN NO CASE EXCEED THE PURCHASE PRICE FOR THE PRODUCTS AND SERVICES WHICH GIVE RISE TO THE CLAIM.

12. Force Majeure. Midmark RTLS shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or processing facilities.

13. Security Interest. Midmark RTLS retains a security interest in the Products to secure all obligations owed by Purchaser to Midmark RTLS. Purchaser authorizes Midmark RTLS to file Uniform Commercial Code financing statements and to take such other actions as Midmark RTLS determines to be appropriate to perfect its security interest. Failure to make any payment as provided herein or any other amounts due Midmark RTLS from Purchaser, or any other credit concerns of Midmark RTLS, shall entitle Midmark RTLS to cease and stop shipments without notice to Purchaser, and Purchaser consents that Midmark RTLS, its successors and assigns, shall be and are hereby authorized to retake possession and custody of any shipments already made and/or received by Purchaser and upon written notice to Purchaser, cancel the balance and/or unexecuted portion of these Terms and Conditions of Sale and hold Purchaser liable for any and all damages incurred as a result of or in any manner growing out of the default or failure to so pay on the part of Purchaser.

14. Termination, Reduction in Quantity, Rescheduling Delivery. In the event Purchaser desires to terminate any part or all of its purchase order, reduce the quantity of the Products ordered, or reschedule the delivery, fair compensation shall be made to Midmark RTLS which shall take into account, among other things, expenses incurred and commitments already made by Midmark RTLS, reasonable costs and expenses incurred by Midmark RTLS in making settlement hereunder, the increased costs incurred by Midmark RTLS by reason of a revision in the delivery schedule, and in the case of termination or reduction in the quantity of Purchaser's purchase order, the profit reasonably anticipated by Midmark RTLS. Unless in a writing duly executed by Midmark RTLS, no revisions or amendments to the agreement of the parties described in Section 14 or 15 hereunder shall affect any rights of Midmark RTLS under these Terms and Conditions of Sale or applicable law.

15. Return of Merchandise. Authorization must be obtained for the return of any item. If return is authorized, transportation charges must be prepaid. Risk of loss with respect to returned goods shall remain with the purchaser until receipt by Midmark RTLS. Items returned for credit are subject to a charge of 25% or more to cover inspection, damage in transit, reconditioning and repacking.

16. Services; Installation. Midmark RTLS shall use commercially reasonable efforts to provide any and all services reflected on the Midmark RTLS quote and ordered by Purchaser in a purchase order. Purchaser shall be responsible for all actual travel and other expenses incurred by Midmark RTLS personnel in connection with providing any such services, as governed by the Midmark RTLS travel policy, unless specified otherwise in the Midmark RTLS Scope of Work associated with this project. Unless otherwise provided in the Midmark RTLS quote, physical installation of any Products including, without limitation, mounting, electric wiring, network cabling, power supply, etc., shall be performed by Purchaser at Purchaser's sole cost and expense. Purchaser shall obtain, at its sole cost and expense, any permits or licenses required for any such installation.

17. Regulatory Compliance. To the extent that Midmark RTLS receives, uses, obtains, accesses or creates "protected health information," as that term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended, from or on behalf of Purchaser in the course of providing any services in connection with a Midmark RTLS quote, Midmark RTLS shall abide by state and federal law governing the confidentiality of that information as well as the terms and conditions with respect to such protected health information set forth in the form of Business Associate Agreement available by contacting your local sales representative.

18. Remedies. In the event of Purchaser's default under these Terms and Conditions of Sale or in the performance of any purchase order, Midmark RTLS shall have available all rights and remedies at law or in equity. Purchaser agrees to pay Midmark RTLS all costs and expenses, including attorney's fees, incurred by Midmark RTLS in exercising any of its rights and remedies. No failure on the part of Midmark RTLS to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof. No waiver by Midmark RTLS of any default shall constitute a waiver by Midmark RTLS of any additional or subsequent default.

19. Entire Agreement. All agreements and understandings of any character heretofore made between Midmark RTLS and Purchaser are embodied herein, and no changes shall be made hereto unless the same shall be in writing and duly signed by an authorized representative of both Midmark RTLS and Purchaser. No terms or provisions contained in any purchase order submitted by Purchaser shall apply.

20. **Severability.** In the event any provision of these Terms and Conditions is held or determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

21. **Governing Law.** These Terms and Conditions of Sale shall be governed by, construed, and enforced in accordance with the internal laws of the State of Ohio without reference to its conflict of laws provisions. Purchaser hereby submits to the exclusive jurisdiction of courts of competent jurisdiction in Ohio with respect to any claim or controversy arising out of or relating to these Terms and Conditions of Sale, or the breach of non-performance of any provision hereof. The United Nations Convention for the International Sale of Goods shall not be applicable to these Terms and Conditions of Sale.