

GETINGE CANADA LIMITED TERMS & CONDITIONS OF SALE

This document contains the Terms and Conditions of sale for all Getinge Canada Limited products and services, and supersedes all other documents unless agreed to by Addendum and signed by an authorized Getinge Canada Limited signing officer.

This proposal may be considered firm for a period of (120) days from the date of proposal or tender close.

1.0 DELIVERY

Shipping/Delivery terms are F.O.B. Mississauga. Unless otherwise agreed in writing shipping and handling charges are not included as part of the purchase price. Additional charges may apply such as rush (as an example Air Freight), powered tailgate truck delivery, inside dock delivery, refused shipments/storage/redelivery, remote locations, etc. It will be the responsibility of the customer, at no cost to Getinge Canada Limited, to receive, accept, unload, store if necessary, move into place, uncrate, install and connect all necessary services unless otherwise provided for by a Getinge Canada Limited. Installation Quotation or by Addendum. Should the job conditions or construction progress prevent movement of equipment into the building and it is necessary for Getinge Canada Limited to strip equipment to reduce the overall size, there will be additional charges for reassembly, dismantling and supervision.

The requested time of delivery has been considered in our agreed to equipment pricing. It is imperative that the Contractor/Customer accept delivery including transfer of title, according to the shipping dates provided. If an estimated date is provided at time of order, or on the purchase order, a firm shipping date must be agreed to prior to Getinge Canada Limited ordering equipment. It is the Contractor/Customer's responsibility to store the equipment, if necessary, at no expense to Getinge Canada Limited and take effective action for transfer of title and payment to Getinge Canada Limited in accordance to the standard terms and conditions. If delivery is delayed beyond agreed to shipping date, (1) % interest charge of the value of order maybe added for each month of delay.

2.0 ORDER ACKNOWLEDGEMENT

After receipt and acceptance of the order, Getinge Canada Limited will send an acknowledgement of the order to the Purchaser and other Principals, describing the equipment ordered and detailing any special order instructions. As part of the acknowledgement, Getinge Canada Limited may provide rough-in drawings, which must be signed off, approved by the Purchaser, and returned to Getinge Canada Limited.

No equipment will be scheduled for manufacture until these signed-off drawings are received by Getinge Canada Limited. These drawings will show the space and services necessary to install, operate and service the equipment. Upon acceptance and acknowledgement in writing by Getinge Canada Limited, an order is considered firm and may not be cancelled without a minimum 25% cancellation charge of the value of the order. Note: It is the Purchaser's responsibility to provide all Federal, Provincial and Municipal codes and standards required to manufacture the equipment and permits to install equipment.

3.0 TERMS OF PAYMENT

Standard terms of payment are Net 30 days from the date of Getinge's invoice with approved credit unless otherwise stipulated in the quote/tender. Customer shall promptly notify Getinge of any pricing errors, provided that any billing dispute will not be cause for Getinge's non-delivery of any future Products. Customer may not deduct or set off any amount owed between Getinge and Customer. To be effective Getinge Canada Limited warranty requires for the proper operation of equipment according to Getinge Canada Limited specifications. If a part of the order is not delivered (as an example: short shipment) or undeliverable, (as an example. on backorder), only that portion that applies to the equipment not delivered can be held back and not any other portion of the order. Past due invoices are subject to a service charge of 1 ½% per month, not to exceed the maximum rate allowed by law.

4.0 TAXES

GST, PST, HST, local, sales taxes or charges in force at the time of order, or which are imposed after the time of order or imposed during the life of the contract are not included in the price. All applicable taxes will be billed unless an exemption certificate is provided in advance.

5.0 INSPECTION and ACCEPTANCE

Although Getinge takes special care in the handling, packing and shipping of its products, damage may occur during transit. All claims for shipping damage to the products must be filed with the carrier. Damage to outside packaging, which indicates potential loss or damage must be noted on the freight bill or receipt and signed by the carrier's agent. If you discover any concealed loss or damage when unpacking, you must make a written claim and request for inspection to the carrier's agent within 10 days of delivery. Products shall be deemed accepted upon the earlier of installation, first use, or thirty (30) days following delivery. All product returns are subject to Getinge's Returned Goods Policy.

6.0 RETURN GOODS POLICY

All Product returns require prior approval and a Returned Goods Authorization (RGA) number from Getinge Canada. Please contact Customer Care at 1 800 387 3341, or via email at customer.care@getinge.com. Please provide the reason for the return, item number, quantity, lot or serial number if applicable, Purchase Order number and Getinge invoice number and date, if available.

Only merchandise in saleable condition, unopened and in its unaltered original Getinge packaging can be accepted for return. Returns must be completed within 30 days of delivery of order, and will incur a 25% restocking fee, which will also be applied to items returned for exchange.

Products that are ineligible for return include: discounted merchandise; special order items, or products damaged or modified from improper repairs or by the application of special identification labels or nameplates.

Unless due to a warranty issue, recall or Getinge error, all returned products must be returned to Getinge freight prepaid, and accompanied by a copy of the original Getinge invoice or packing slip, with the RGA number clearly marked on the packing slip and on the return label.

7.0 WARRANTY – EQUIPMENT

Getinge Canada Limited equipment is warranted to be free of material defect and workmanship for (1) year from start of warranty period unless otherwise specified. All defective parts and coincidental labour (for corrective actions) during the first (12) months are provided for under warranty. The (12) month warranty period commences after the equipment has been installed. The customer is required to sign the Installation Completion Report after Getinge Canada Limited has installed and verified that the equipment is working to manufacturer's specification. If there is a delay in delivery of the equipment, the customer may apply for an extension of the warranty. The extension maximum is (6) months from the date the equipment shipped from our factory. The maximum combined standard warranty and any extension granted cannot exceed (18) months from the date the equipment was shipped from our factory. In the event that the customer takes on the responsibility for the installation, the warranty period commences at the original time of delivery. Getinge Canada Limited warrants to the purchaser subject to the limitations stated in these Terms and Conditions that each item of equipment manufactured by and purchased from Getinge Canada Limited which is installed, operated and maintained in accordance with Getinge Canada Limited stated recommendations will be free from defects in material and workmanship, and that each piece of equipment will be in good working order and will conform to Getinge Canada Limited published specifications (which are available upon request). These are all the warranties provided by Getinge Canada Limited to the customer. There are no other warranties express or implied, including any warranty of merchantability and fitness for the intended purpose.

8.0 WARRANTY PERIOD:

Getinge Canada Limited equipment is warranted for a period of twelve (12) months from the start of the warranty period, unless otherwise specified below. All defective parts and coincidental labour are supplied and provided for under warranty. During this 12 month period, Getinge Canada Limited warranty service will be provided during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding weekends and national holidays.

9.0 SERVICES NOT COVERED DURING WARRANTY PERIOD:

The following services are not covered under this warranty, however, Getinge Canada Limited will provide these services, if available, at Getinge Canada Limited (i) then generally available hourly service rates and minimum charge for service time, including travel and waiting time, (ii) parts and material prices then generally in effect, and (iii) charges for travel and shipping expenses, all as applicable.

Repair of Equipment damage, replacement of parts or increase in service time caused by:

- a) Purchaser's failure to continually provide a suitable environment prescribed by Getinge Canada Limited, or by improper storage of the Equipment;
- b) Purchaser's failure to perform routine or preventive maintenance, as outlined in the Getinge Canada Limited. Equipment owner/operator manual;
- c) Neglect or misuse of the Equipment, including use of the Equipment for purposes other than those for which it was designed;
- d) Accident or disaster, including fire, water, wind and lightning; vandalism or burglary;
- e) Alterations or modifications made to Getinge Canada Limited, Equipment design;
- f) Attachments, including any interconnection to the Equipment of non-Getinge Canada Limited products or devices not provided under a Getinge Canada Limited maintenance agreement;
- g) Installation, maintenance, or repair of the Equipment performed by other than Getinge Canada Limited or a service provider authorized by Getinge Canada Limited
- h) Nicks, dents, scrapes, scratches, or other cosmetic defects, however caused

10.0 EXCLUSIONS:

Expendable Parts (parts that are worn, used or consumed as part of normal operation) and Consumable Parts (parts that must routinely be replaced) are not covered under this warranty. Examples of Expendable Items include: gaskets, trap elements, lubricators, filters, fuses, lamps, valve repair kits, etc. Examples of Consumable Items include printer paper rolls, recording charts, ink, ribbons, detergents, sterilants, biological indicators, chemical indicators, etc. The warranties under this Agreement are in lieu of any conflicting statement of limited warranty included with an Equipment shipment by Getinge Canada Limited.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.0 DEFAULT:

In the event that Customer fails to make payment of all sums due to Getinge Canada Limited, as required by the terms of this Agreement, or in the event of any other breach or default by Customer under the terms of this Agreement, Getinge Canada Limited shall have the right to file a lien against the said equipment. Any of the following shall be an event of default, if any party shall (i) make an assignment for the benefit of creditors; or (ii) file or suffer the filing of any voluntary or involuntary petition under any chapter of the Canada Bankruptcy Code; or (iii) apply for or permit the appointment of a receiver, trustee or custodian of any of its property or business; or (iv) make an admission of its inability to pay its debts as they become due; or (v) an attachment on any of the Goods delivered hereunder shall occur and continue for thirty (30) days after written notice thereof. Upon the occurrence of any default, Getinge Canada Limited shall be entitled to all remedies of a secured party under the Personal Property Security Legislation or any other applicable law. At Getinge Canada Limited's request, Customer agrees to assemble the Goods after a default and to make them available to Getinge Canada Limited, which is reasonably

convenient to both parties. In addition to the foregoing, upon the occurrence of any default, Getinge Canada Limited shall have the right to immediately terminate this Agreement, provided that such termination shall not affect any right to payments or remedies.

12.0 SOFTWARE OWNERSHIP AND LICENSING

All software used in all Getinge equipment remains a property of Getinge. Getinge will issue the appropriate license to use the software.

13.0 RIGHTS AND REMEDIES

In addition to the foregoing, Getinge Canada Limited and Customer shall have all rights and remedies afforded to each by the Personal Property Security Legislation and under applicable law. The rights, remedies, and powers provided to a party under this Agreement are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

14.0 WAIVER, MODIFICATION, ETC.

No failure on the part of Getinge Canada Limited to exercise, and no delay in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or of any event of default, nor shall any single or partial exercise by Getinge Canada Limited of any right, power or remedy executed under this Agreement preclude any other right, power or remedy of Getinge Canada Limited. No modification or waiver of any provision of this Agreement, nor consent to any departure therefrom shall be effective unless the same shall be in writing and signed by Getinge Canada Limited and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

15.0 SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of the parties and their successors and assigns; except, that, Customer may not assign, sell or transfer its rights or delegate its obligations under this Agreement without the written consent of Getinge Canada Limited which consent may be denied in Getinge Canada Limited's sole and absolute discretion.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

17.0 CONTRARY TO LAW

If any provision or part of this Agreement is contrary to, prohibited by or deemed invalid under any applicable law or regulation, such part or provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible.

18.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. Signatures may be exchanged by electronic signature, and each party agrees to be bound by its own facsimile or electronic signature.

19.0 LIMITATION OF LIABILITY;

(a) In no event shall Getinge Canada Limited be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits, or revenues or diminution in value, arising out of or related to any breach of these terms, whether or not the possibility of such damages has been disclosed in advance by the customer or could have been reasonably foreseen by Getinge Canada Limited. Regardless of the legal or equitable theory (Contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

(b) In no event shall Getinge Canada Limited's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (Including negligence) or otherwise, exceed the total of the amounts paid to Getinge Canada Limited for the services of the sold hereunder.

(c) The limitation of liability set forth in Section 1(b) shall not apply to (i) liability resulting from Getinge Canada Limited's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Getinge Canada Limited's acts or omissions.

1. Compliance with Law. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
2. Term and Termination.
 - a. The term of this Agreement shall commence on the date of the Sales Confirmation and continue for the term set out in the Sales Confirmation, unless terminated in accordance with this Section III.
 - b. In addition to any remedies that may be provided under these Terms, Getinge Canada Limited may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
3. Waiver. No waiver by Getinge Canada Limited of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Getinge Canada Limited. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
4. Confidential Information. All non-public, confidential or proprietary information of Getinge Canada Limited including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Getinge Canada Limited to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Getinge Canada Limited in writing. Upon Getinge Canada Limited's request, Customer shall promptly return all documents and other materials received from Getinge Canada Limited Getinge Canada Limited. Shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.
5. Force Majeure. Getinge Canada Limited shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Getinge Canada Limited including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials

or telecommunication breakdown or power outage.

6. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Getinge Canada Limited. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
7. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
9. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
10. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Ontario in each case located in the City of Toronto, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
11. Provincial Waivers: a. Québec. Notwithstanding anything in this Lease to the contrary the contract evidenced thereby shall be a contract of leasing as contemplated by Article 1842 of the Civil Code and Customer declares and represents that it chose the Equipment leased hereunder which will be used for the purpose of its enterprise; b. Saskatchewan. Customer, if a corporation, hereby agrees that the Limitation of Civil Rights Act, as amended from time to time, shall have no application to the rights, powers or remedies of Owner hereunder, and hereby waives any rights Customer may have thereunder.
12. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: [Insurance,] Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction/Arbitration and Survival.
15. Amendment and Modification. These Terms may only be amended or modified in writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.