

## LEE DIAGNOSTICS LLC GENERAL TERMS AND CONDITIONS

1. General: For purposes of these Terms and Conditions, Lee Diagnostics means Lee Diagnostics LLC and all of its wholly-owned subsidiaries including AudHub. Unless Lee Diagnostics has a separate written agreement with Customer or with Customer's designated Group Purchasing Organization, these Terms and Conditions of Sale of Goods and Services and any applicable Service Agreement constitute the entire agreement between Lee Diagnostics and Customer. Any changes in the terms and conditions contained herein must specifically be agreed to in writing by Lee Diagnostics before becoming binding upon Lee Diagnostics.

2. Prices and Taxes: Prices for goods and services purchased under this Agreement are in U.S. dollars, unless otherwise noted. Irrespective of any prices quoted or listed in Customer's order, an order is accepted only at the prices shown on the face of this form. Prices quoted for the terms described on the face of this form are firm and not subject to re-determination. Prices do not include and Customer acknowledges and agrees that it shall be responsible for any other amount including without limitation, shipping, and all federal, state and local charges, sales, use, gross receipts, services, or any similar transaction or consumption taxes ("Taxes"). Any such amount including taxes, fees or charges imposed by any governmental authority on, or measured by, the transaction between Lee Diagnostics and Customer will be paid by Customer in addition to the price specified herein. In the event that Lee Diagnostics is required to pay any amount in addition to the prices on the face of this form, Customer will reimburse Lee Diagnostics, including costs for any interest or penalty that may be due to any taxing authority. If Customer is exempt from any such amount, Customer must provide Lee Diagnostics with a valid exemption.

3. Terms and Method of Payment: The invoiced amount shall be due and payable in full 30 days after the invoice date for customers with an open account. Account is subject to credit approval from Lee Diagnostics. Accounts outstanding for more than 45 days will be subject to a monthly service charge at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. At Lee Diagnostics' sole discretion, Lee Diagnostics may terminate a Customer's open account credit at any time without advance notice to Customer whether for Customer's failure to pay for any products or services when due or for any other reason deemed good or sufficient by Lee Diagnostics. In such event all subsequent shipments and services shall be paid for on receipt. For any products requiring final assembly or installation by Lee Diagnostics, if such assembly or installation is delayed by more than 30 days after delivery of the products for any reason for which Customer is responsible, Lee Diagnostics will bill Customer for and Customer will pay Lee Diagnostics any remaining payments due under this agreement. If Customer has a good faith dispute regarding payment for a particular product or service, such dispute shall not entitle Customer to withhold payment for any other product or service purchased from Lee Diagnostics. Prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to Lee Diagnostics at no charge to Lee Diagnostics.

4. Late Payment: Failure to make timely payment is a material breach of this agreement, for which (in addition to other available remedies) Lee Diagnostics may suspend performance under any or all agreements until all past due amounts are brought current. Lee Diagnostics for reasonable costs (including attorneys' fees) relating to collection of past due amounts.

5. Title, Shipment, Delivery and Risk of Loss: For domestic deliveries, all deliveries are F.O.B. Origin. For all deliveries, risk of loss and title to the goods ordered will pass to Customer upon delivery of the goods by Lee Diagnostics to the carrier. Lee Diagnostics shall arrange for and select the method and route of shipment. Unless otherwise specified, the goods will be shipped in standard commercial packaging. Lee Diagnostics reserves the right to make partial deliveries and to ship as product becomes available. Lee Diagnostics will use its reasonable commercial efforts to meet estimated delivery times, but Lee Diagnostics shall not be responsible for any amount, loss, damage, penalty or liability suffered by Customer as a result of delay in or failure to deliver the goods.

6. Acceptance and Returns: Product shall be deemed accepted upon delivery to the carrier unless it is shipped in error and Lee Diagnostics shall not accept return of any product unless the product is shipped in error. In such cases, the customer must contact Lee Diagnostics Customer Service at [info@audhub.com](mailto:info@audhub.com) within ten (10) business days after delivery to receive a return authorization number and to arrange return shipment to Lee Diagnostics at Lee Diagnostics' expense. Product must be returned prior to use or installation in its original packaging. Lee Diagnostics does not accept returns. Should circumstances warrant a return, a 20% restocking fee plus shipping costs will be charged or manufacturer required fees if higher. All such returns must first receive approval from Lee Diagnostics and manufacture of equipment.

7. Warranties: Product warranties (if applicable) for products purchased are subject to a limited product warranty that, if applicable, accompanies the goods and is available through the manufacturer of the product. For Services provided under this Agreement, Lee Diagnostics warrants that such services will be performed by trained individuals in a professional manner. Lee Diagnostics will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to Lee Diagnostics. The foregoing service remedy, together with any remedy provided in the applicable manufacturer product warranty forms delivered with this agreement, are Customer's sole and exclusive remedies for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as Lee Diagnostics remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim.

8. Bankruptcy: If Customer (i) becomes bankrupt or insolvent, (ii) compounds with its creditors, (iii) commences to be wound up, or (iv) suffers a receiver to be appointed, Lee Diagnostics will be at liberty by notice in writing to cancel this contract without judicial intervention or

declaration of default by Customer and without prejudice to any right or remedy that may have accrued or may accrue thereafter.

9. Delays: If the performance of any obligation of Lee Diagnostics is prevented, restricted or interfered with by reason of any act or condition whatsoever beyond Lee Diagnostics' reasonable control (including without limitation, strike, fire, riot, war, rebellion, insurrection, acts of God, failure or shortage of transportation, materials or facilities, or governmental regulations), Lee Diagnostics upon giving prompt notice shall be excused from such performance to the extent of such prevention, restriction or interference.

10. Governing Law; Disputes; Limitation of Liability: Disputes (other than collection matters) arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the state where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees.

11. Notification of Discount: Customer's price paid to Lee Diagnostics for goods or services hereunder, or Lee Diagnostics' provision of goods or services to Customer, particularly pursuant to any promotional Program or other discount, may constitute a "discount or other reduction in price" for purposes of the federal anti-kickback statute, 42 USC §1320a-7b(b). To the extent required by the statute or by the discount safe harbor regulations at 42 CFR §1001.952(g)-(h), a Customer hospital will be responsible for fully and accurately reporting in applicable cost reports and providing information upon request to Medicare, Medicaid and other federal health care programs on all discounts or other price reductions provided under this agreement. Consistent with the discount safe harbors, Lee Diagnostics will inform a Customer hospital of the price reduction of any items purchased or any free items it provides to a hospital as part of any similar program and also will inform a hospital of the price discounts related to the purchase of Lee Diagnostics products or services.

12. Cost Reporting. Customer will fully and accurately account for, and report in any applicable cost reports or otherwise fully disclose to government program payors and accurately reflect where and as appropriate to the applicable reimbursement methodology, and provide information upon request by federal or state agencies concerning, all services and other items, including any discounts, received from Lee Diagnostics under this agreement in compliance with all applicable laws, including the federal Social Security Act and implementing regulations relating to Medicare, Medicaid, and other federal and state health care programs.

13. Customer Responsibilities: In order for Lee Diagnostics to perform its obligations under this agreement (including warranty obligations), Customer agrees to: Provide Lee Diagnostics prompt access to the products, network cabling and communication equipment as necessary to perform services. This access includes providing and maintaining connectivity to the products to permit Lee Diagnostics to perform support services and meet service levels, including remote

diagnostic, monitoring and repair services. Lee Diagnostics may separately charge Customer for a scheduled service call where Customer does not provide such access and Lee Diagnostics is therefore required to schedule an additional service call.

14. Customer supplied hardware or software: Customer is responsible for ensuring that its hardware and software conform with manufacturer minimum hardware and software requirements as made available to Customer. Customer will be responsible for enabling the connectivity and interoperability between its Customer supplied hardware or software or other systems or devices establish and maintain security, virus protection, backup and disaster recovery plans for any data, images, software or equipment (Lee Diagnostics' services do not include recovery of lost data or images) according to manufacturer technical requirements. This responsibility includes maintaining secure network and network security components, firewalls and security related hardware or software, preventing unauthorized access to the product and data.

15. Installation: Lee Diagnostics installation services provided will be performed in accordance with applicable manufacture installation guides and plans. Customer agrees to review the applicable installation guides and project plans and perform its obligations set forth in those materials if needed. Customer will prepare the location for the installation consistent with manufacture's written specifications and applicable law. Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by Lee Diagnostics, unless agreed otherwise in writing by the parties. Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the products and that it otherwise meets manufacturer network configuration requirements.

16. Subcontractors: Lee Diagnostics may hire subcontractors to perform work under this agreement; provided, however, that Lee Diagnostics will at all times remain responsible for the performance of its obligations and duties under this agreement.

17. Customer Training and Product Integration: Unless otherwise agreed to by the parties, training of Customer staff or integration/installation of Products by Lee Diagnostics must be completed within 12 months after the date of product delivery for training purchased with products and the start date for services for training or installation/integration purchased with services. If training or integration/installation is not completed within the applicable time period, Lee Diagnostics' obligation to provide the training or integration/installation will expire without refund.

18. Medical Diagnosis and Treatment. Customer hereby acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Customer and it's professional healthcare providers.

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The Inventis Product Warranty is made available only to the original purchaser whether it be a person or organization; this warranty is not transferable.

**Warranty does not apply, if:**

- The warranty period has expired.
- The serial number label on the Product is missing or indecipherable.
- The Product has been modified or repaired by an unauthorized service center or person.
- The Product has been used carelessly or improperly, or in any event not in accordance with the instructions of the accompanying manual, or in ambient conditions more severe than those indicated in the manual and specifications.

No distributor, dealer, or other party is authorized to offer any warranty on behalf of Inventis or to bind Inventis to any other liability in respect of the Product.

**STANDARD WARRANTY and ENHANCED SUPPORT PLANS**

Standard Warranty is included and offered on all Inventis branded products, and it becomes active immediately at the time of purchase. Upon discretion of the buyer, the warranty coverage can be extended through the purchase of one of the Warranty and Enhanced Support Plans. Activation of any of the Warranty and Enhanced Support Plans is only available within 5 days from the date of purchase.

**WARRANTY ON REPAIRS**

Repairs, replacement parts, and products completely replaced are guaranteed for a period of six (6) months, or until the end of the two-year warranty period of the Product, whichever is longer.

**PROPERTY RIGHTS**

The software provided with the products remains the property of Inventis, who exclusively grants a transferrable usage license. Unauthorized copies of the software are prohibited. Inventis refuses any responsibility vis-à-vis the Buyer for any violations of third-party property rights deriving from the joint use of its equipment with equipment and products of a different origin and/or deriving from changes to products.

**LIMITATIONS OF LIABILITY**

Inventis shall not under any circumstances be liable for special or consequential damages such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of the Buyer. The remedies of the Buyer, and all others, set forth herein, are exclusive, and the liability of Inventis with respect to the same shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based.

Under no circumstances will Inventis be liable for any damage (including, without limitation, loss of business or of earnings or of information) resulting from inappropriate or inexpert use of the product, even though Inventis may have been advised of the possibility that such damage could occur.

**Standard Warranty**

- Serialized items are covered for any manufacturer's defects for 2 years on parts and 1 year labor.
- Inventis guarantees the accessories (transducers, cables, patient button) against defects of materials

and workmanship for a period of ninety (90) days from the date of shipment.

- Warranty mail in service only. Customer is responsible for mailing in the warranty product.
- Warranty claims must be filed with the service department prior to shipping. Please contact the service department at support@inventis.us or 844.683.6847 option 2. A representative will supply an RMA form for completion to be shipped with the incoming product.
- Warranty does not cover any damages caused by any outside forces. Included but not limited to physical damage, incorrect operation or installation. If defects are discovered, the product or accessory will be repaired or replaced at the sole discretion of Inventis.

#### **Warranty & Enhanced Support Plans**

##### **Enhanced Silver Plan (optional paid plan)**

- Serialized items are covered for any manufacturer's defects for 2 years on parts and 1 year labor.
- Non-serialized items are covered for an extended period of 1 year.
- Year two of the warranty period includes all parts needed for the repair. However, an hourly labor rate will be assessed.
- Two-hour remote training, phone or online, included. Installation shall be completed by the customer.
- Warranty mail in service only. Customer is responsible for mailing in the warranty product.
- Warranty claims must be filed with the service department prior to shipping. Please contact the service department at support@inventis.us or 844.683.6847 option 2. A representative will supply an RMA form for completion to be shipped with the incoming product.
- Warranty does not cover any damages caused by any outside forces. Included but not limited to physical damage, incorrect operation or installation. If defects are discovered, the product or accessory will be repaired or replaced at the sole discretion of Inventis.

##### **Enhanced Gold Plan (optional paid plan)**

- On site installation and training of new Inventis equipment is included.
- Serialized items are covered for any manufacturer's defects for 2 years on parts and 2 years labor.
- Non-serialized items are covered for an extended period of 1 year.
- Year two of the warranty period includes all parts needed for the repair; however, an hourly labor rate or service call fee will be assessed.
- For the first year of the manufacturer warranty, all approved on-site service calls are offered free of charge. On-site service calls consist of claims that cannot be resolved remotely and have been approved by an Inventis NA manager.
- Customers can utilize the option to use the mail in service free of charge. A shipping label will be supplied to the customer for approved mail in repairs.
- Warranty claims must be filed with the service department for approval prior to any warranty work being performed whether it is on-site or shipping the equipment for service. Please contact the service department at support@inventis.us or 844.683.6847 option 2 for troubleshooting and warranty approval.

- Warranty does not cover any damages caused by any outside forces. Included but not limited to physical damage, incorrect operation or installation. If defects are discovered, the product or accessory will be repaired or replaced at the sole discretion of Inventis.

**Enhanced Platinum Plan (optional paid plan)**

- On site installation and training of new Inventis equipment is included.
- Serialized items are covered for any manufacturer's defects for 2 years on parts and 2 years labor.
- Non-serialized items are covered for an extended period of 2 years.
- For both years of the manufacturer warranty all approved on-site service calls are offered free of charge. On-site service calls consist of claims that cannot be resolved remotely and have been approved by an Inventis NA manager.
- First year of calibration scheduling is included.
- Customers can utilize the option to use the mail in service free of charge. A shipping label will be

supplied to the customer for approved mail in repairs.

- Warranty claims must be filed with the service department for approval prior to any warranty work being performed whether it is on-site or shipping the equipment for service. Please contact the service department at support@inventis.us or 844.683.6847 option 2 for troubleshooting and warranty approval.
- Warranty does not cover any damages caused by any outside forces. Included but not limited to physical damage, incorrect operation or installation. If defects are discovered, the product or accessory will be repaired or replaced at the sole discretion of Inventis.

**Mail In calibration (optional additional cost)**

- Customer is responsible for shipping instrumentation to the manufacturer.
- Mail in calibration shall be requested by contacting the service department at support@inventis.us

or 844.683.6847 ext. 2 to generate an RMA form to be included with the instrument.

- Calibration will be performed to the specifications of ANSI to meet or exceed the manufacturers recommendations.

**INVENTIS NORTH AMERICA**

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TOLL FREE: 844.683.6847 Sales: Option 1 Service/Support: Option 2