

**AGILITI HEALTH, INC (“BUYER”)  
PURCHASE ORDER TERMS AND CONDITIONS FOR PRODUCTS**

1. GENERAL: Vendor’s shipment of the equipment or supplies described herein (“Product”) or other commencement of performance will be deemed an effective mode of acceptance of Buyer’s offer to purchase contained in this Purchase Order (“PO”). Acceptance of this PO is limited to acceptance of the express terms of the offer contained herein. Any proposal for additional or different terms by Vendor is objected to and rejected, but such proposal will not operate as a rejection of this offer and this offer will be deemed accepted by Vendor without said additional or different terms. If this PO will be deemed an acceptance of a prior offer by Vendor, such acceptance is limited to the express terms contained herein. Additional or different terms will be deemed material and will be rejected. This PO will not operate, however, as a rejection of the Vendor’s offer, unless this PO contains variances in the terms of the description, quantity, price or delivery schedule of the Product.

2. SHIPPING: For any shipment that is FOB origin, Vendor will honor all Buyer routing instructions, as communicated by Buyer to Vendor in writing or verbally. Vendor will use FedEx Ground® for shipments, unless Buyer provides written authorization for an alternative shipping method. Buyer will pay no handling fees. Vendor will notify Buyer promptly in writing of any actual or potential delay in delivery. Buyer depends upon prompt delivery by Vendor at the time specified in Buyer’s schedules so that Buyer may comply with Buyer’s contractual obligations to others. Risk of loss will pass to Buyer upon delivery and acceptance except to the extent loss or damages arises out of or results from breach of warranty, negligence or misconduct of Vendor or is otherwise covered by indemnification provisions of this PO. Acceptance will be after inspection and testing, but no later than 30 days after delivery. Payment will not be construed as acceptance, and any signature by Buyer at the time of delivery will not be construed as acceptance. Any Product that is discovered to be defective or that does not conform to any warranty or specifications of the Vendor upon any initial inspection, or at any later time if the defects were not reasonably ascertainable upon any initial inspection, may be returned to Vendor for full credit or replacement at Buyer’s discretion, and Buyer may charge Vendor all expenses of unpacking, examining, repacking and reshipping such Products. No goods returned as defective will be replaced without Buyer’s written authorization. Vendor will accept all returns from Buyer with no deduction for shipping and handling and no restocking fee.

3. GOVERNING LAWS: This PO is governed by the laws of the State of Minnesota, notwithstanding its conflict of laws rule.

4. PRICE: The price for the Product will be as stated in this PO. Buyer will be responsible for any sales, use, value added, excise or other similar tax, and such taxes will be billed as separate items on invoices. If no price is specified in this PO, the Product will be billed at the price last quoted to Buyer or at the prevailing market price, whichever is lower. Vendor warrants that the prices for the Product are not and will not be less favorable than those currently extended to any other customer for the same or

like product in equal or less quantities. If Vendor reduces its prices during the term of this PO, Vendor agrees to reduce the prices hereof accordingly. Any other change in the stated price will be effective only upon a written and signed amendment to this PO. Payment will be made to the address provided in writing to Buyer. Payment will be due no sooner than net 30 days from receipt of the Product. For serialized Product, serial numbers must be included on an invoice before payment will be made for that invoice. The number of this PO must appear on all invoices, packages and correspondence. Buyer may at any time set off any amount owed by Buyer to Vendor against any amount owed by Vendor to Buyer.

5. CHANGES: No change in the terms of this PO will be binding upon Buyer, unless in writing and signed by Buyer's authorized agent. Buyer reserves the right to change (a) the place of delivery; (b) the time of delivery; (c) the method of shipment or packing; and (d) the quantity of the Product. If any such change reasonably causes an increase or decrease in the cost of, or time required for, performance of this PO, and Vendor requests an adjustment within 30 days after the date the change is made by Buyer, then an equitable written adjustment will be made in the delivery schedule, price, or both, and this PO will be modified in a writing signed by Buyer.

6. TERMINATION AND EFFECT OF TERMINATION: Buyer reserves the right to terminate this PO, or any part hereof, and to cancel all or any part of the undelivered portion of this PO (a) if Vendor (i) fails to deliver the Product by the time specified in this PO or (ii) fails to deliver Product that meets the required specifications or otherwise breaches any of the other terms of this PO; or (b) upon the insolvency of Vendor, filing of a voluntary or involuntary petition in bankruptcy, provided it is not vacated within 30 days from the date of such filing, or the execution by Vendor of any assignment for benefit of creditors; or (c) for the sole convenience of the Buyer. If so terminated, Buyer will have no obligation to Vendor arising out of the cancelled portion of the PO.

7. PATENTS: Vendor will, at its own expense, defend Buyer, and those selling or using the Product, in any suit or action for alleged infringement of patent or invention rights or misappropriation of trade secrets arising from the sale, offer for sale or use of the Product. Vendor will indemnify and hold harmless Buyer from any damages, liabilities, claims, losses and expenses (including attorney fees) paid or incurred by Buyer in connection with any such suit or action.

8. WARRANTIES: For any Product that is not purchased "AS IS", Vendor warrants that (a) all Product furnished under this PO will: (i) be free from defects, whether patent or latent, in design, materials and workmanship; and in good cosmetic condition; (ii) not be less than safe for its intended use, (iii) not have been used on animals or in a veterinary setting; (iv) be merchantable and fit for the particular purpose(s) known by or disclosed to Vendor as applicable thereto; (v) be mechanically and electrically functional upon transfer to Buyer; (vi) conform to all applicable specifications, technical data, proposals, drawings, samples or other descriptions and any technical literature, brochures or other promotional materials; and (vii) conform to Vendor's standard warranty or warranties contained in Vendor's labeling or insert accompanying the Product; (b) it has title to the

Product and the Product will be free and clear of all liens, claims or encumbrances arising or resulting from the acts or omissions of Vendor or any one claiming by or through Vendor; and (c) the Product will comply with all applicable laws and regulations. If the Product is, or includes or contains, software that is licensed to Buyer or Buyer's customers, Vendor warrants that (i) it is the copyright owner or licensee of the copyright owner of the Product and that it has the unqualified right to enter into this Agreement; (ii) the Product is not in the public domain; (iii) the Product does not infringe upon any copyright, trade secret or other intellectual property right of a third party; (iv) the Product does not infringe upon any patent right of a third party; and (v) no adverse claims exist relating to any such infringement by the Product.

These warranties will remain in effect as to each item of Product for a period of time consistent with the warranty life normally offered by the Vendor. The warranties will not be deemed to be exclusive. The benefits of the warranties will run to Buyer, its successors, assigns, and customers and the users of the Product. Buyer will be entitled to avail itself cumulatively of all remedies provided in law or in equity. Vendor understands and agrees that Buyer disclaims all responsibility for Vendor warranties regarding the Product, and makes no warranties, and will advise customers of Buyer that their sole remedy for breach of a manufacturer's warranty is against Vendor.

9. CONFIDENTIAL RELATIONSHIP: Vendor will keep confidential all information supplied by Buyer in connection with this PO, including specifications, drawings, blueprints and other technical data and statements of work. Vendor will limit use of this information to the performance of the PO and will limit disclosure to those employees necessary for the performance of the PO. The obligation of confidentiality applies while this PO is in effect and for 5 years after it ends.

10. INDEMINIFICATION: Vendor will defend and indemnify Buyer from and against all damages, liabilities, claims, losses and expenses (including attorney fees) arising out of or resulting from any act or omission of Vendor (including its agents, employees and subcontractors) in the performance of this PO, any defect in the Product purchased hereunder, and any breach of any Vendor warranty including without limitation any warranty contained herein.

11. PRODUCT DOCUMENTATION: To facilitate Buyer's use and distribution of Product, Vendor will provide Buyer, at no charge, operational, maintenance and training manuals and materials relating to the use and/or maintenance of the Product in quantities reasonably sufficient to support the stated purpose. Buyer may copy and distribute such materials to its employees via posting on its intranet or by distribution of hard copy.

12. RECALL: If a recall of the Product or any component thereof is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within Vendor's control, Vendor will repair or replace such recalled component or Product or refund the purchase price of the recalled Product, at Buyer's option. Vendor will bear all costs and expenses of such recall including, without limitation, costs of

notifying Buyer's customers, customer refunds, costs of returning goods, and other expenses incurred to meet obligations to third parties.

13. LICENSE: If the Product is or includes licensed software, Vendor grants to Buyer a nonexclusive, nontransferable, worldwide, restricted license to (a) sublicense the use of the Product to end users; and (b) distribute the Product directly to end users.

14. INSURANCE: Vendor will obtain and keep in force for 3 years after the last delivery under this PO comprehensive general liability insurance (including product and completed operations insurance and contractual liability insurance) with limits not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. If this PO requires Vendor's employees, agents or subcontractors to be on the premises of Buyer or Buyer's customers, Vendor will obtain and keep in force during the term of this PO and for 3 years after the last delivery under this PO:

- a. Workers' compensation insurance with statutory limits for the states in which such presence is required; and
- b. Employer's liability insurance with limits of not less than \$100,000. Vendor will furnish Buyer with a certificate evidencing the required insurance, upon request.

15. COMPLIANCE: Each party will comply with applicable laws, rules and regulations in connection with this PO. Vendor represents and warrants that it has not been debarred, suspended or declared ineligible to market or sell items or services for which reimbursement may be made by Federal health care programs and is not included on the General Service Administration or HHS/OIG Exclusion List.