

**MODALITY SOLUTIONS  
TERMS AND CONDITIONS OF SALE**

1. These Terms and Conditions of Sale (the “Conditions of Sale”) are applicable to all sales of Modality Solutions Equipment (“Equipment”), designated in a quotation (a “Quotation,” and together with the Conditions of Sale, collectively, the “Contract”), to which the Conditions of Sale are attached by FUJIFILM Healthcare Americas Corporation (“HCUS”), or into which the Conditions of Sale are incorporated by reference. The Quotation is subject to withdrawal or changes upon notice at any time prior to acceptance by HCUS and is only valid for the length of time specified.

2. The Contract contains the entire and exclusive agreement between HCUS and the purchaser of the Equipment (the “Buyer”) regarding the sale and purchase of the Equipment and no purchase order that does not conform with the terms of the Contract shall be deemed accepted as to such non-conforming terms without the express written consent of HCUS. Acceptance of the Quotation is expressly limited to the terms and conditions contained herein and any additional or different terms or conditions contained in Buyer’s order or response hereto shall be of no effect and not binding upon the Company. The Contract cannot be cancelled except with HCUS’s prior written consent. All sales are final, and no Equipment may be returned to HCUS without the prior written authorization of HCUS. Shipping charges on all authorized returns are the sole obligation of Buyer.

3. In the event Buyer receives reimbursement from Medicare, Medicaid or any other state or federal program, Buyer shall fully disclose the cost of the Equipment and any related discounts, if any, to state and federal governments in its cost report or other reporting mechanisms.

4. Unless otherwise specified in the Quotation, HCUS will deliver the Equipment FCA shipping point (Incoterms 2020) at the HCUS facility, or at a third-party distribution facility used by the HCUS. Title to and the risk of loss, damage or casualty to the Equipment transfers to the Buyer at the time the HCUS delivers the Equipment to a shipping agent at the HCUS facility, or if the Equipment is being drop-shipped from a third-party distribution facility, at the time the distributing party delivers the Equipment to a shipping agent at the distributing party’s facility. Buyer is responsible for all transportation costs (including, but not limited to, loading and shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, assessments, and all other costs incurred in transporting the Equipment to the shipping destination) and will be responsible for any claims against the carrier arising from or relating to shipment.

5. All taxes assessed to any order of Equipment are the responsibility of Buyer whether or not invoiced, including, but not limited to, local and regional sales taxes and personal property tax, or if applicable, Buyer is to provide HCUS with a valid tax exemption certificate. If Buyer either fails to pay the tax or other charges as agreed above or fails to provide a valid exemption certificate, Buyer agrees to indemnify, defend and hold HCUS and its affiliates harmless from any liability, cost and expense HCUS incurs by reason of Buyer's failure, including without limitation, reasonable attorneys’ fees and expenses.

6. Unless otherwise agreed in writing, Payment is due upon receipt of invoice with no discount allowed for early payment. Invoices shall be issued upon shipment. In the event shipment is delayed beyond the date (if any) stated in the Quotation for any reason not attributable to the ability of HCUS to ship the Equipment, any payment due upon shipment, delivery, or installation shall be made on the originally scheduled shipping date. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1.5% per month or the maximum rate from time to time permitted by applicable law. In no event shall Buyer be entitled to withhold payment for undelivered accessories or options in an amount which exceeds the lesser of (a) the quoted purchase price for the subject option or accessory and (b) in the event the purchase price for such accessory is not separately quoted, HCUS published price for such item. If the aggregate amount of any invoice exceeds \$10,000, HCUS cannot accept the payment of such amount (either in whole or in part) by credit card, p-card or any other charge card.

7. Any deposit made by the Buyer with respect to Equipment is nonrefundable except to the extent HCUS fails to deliver the Equipment and such failure does not result from a breach of Agreement by the Buyer or other wrongful act or omission of the Buyer. The value of the deposit will be reduced to 50% if purchase of Equipment is not completed within 36 months from the date of the Quotation, and to 0% if purchase is not completed within 60 months from the date of the Quotation.

8. Unless otherwise expressly stipulated, the Equipment shall be installed at the expense of HCUS (cryogenics excluded outside of the United States and Puerto Rico). HCUS shall cause the Equipment to be installed and connect same to the requisite safety switches and power lines to be installed by the Buyer. Prices shown include the cost of installation and connection, provided that the installation and connection can be performed during normal business hours as HCUS, in its sole discretion, shall determine. Any overtime charges or other special expenses as required by the Buyer will be subject to additional charges. The Buyer shall be responsible for all necessary arrangements with any trade union involved to permit HCUS to install the Equipment. If for any reason, assembly or installation must be performed by other than HCUS service personnel or agents, additional charges will be made for the cost of such outside labor. Unless otherwise specified in writing, the cost of rigging and any cranes necessary to move or install the Equipment and the cost of disposal of all packing materials associated with the Equipment shall be borne by Buyer.

9. Buyer shall, at its own expense, provide all site preparation, including without limitation, necessary labor and materials, plumbing service, carpentry work, conduit wiring, cryogenics (outside of the United States and Puerto Rico), and other electrical service required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Equipment by HCUS. Additionally, the Buyer shall provide unrestricted access to the Buyer's premises for installation, and safe space for storage of the Equipment prior to installation by HCUS. Buyer shall, at Buyer's expense, comply with the requirements of any governmental authority, including procurement of any permits or special certificates with regard to the installation or use of the Equipment.

10. HCUS warrants that equipment sold by it to Buyer shall be free from defects in material or workmanship for (a) 12 months for all new Equipment (other than Digital Radiography Imaging Plates); (b) 24 months for Digital Radiography Imaging Plates; and (c) as set forth in a Quotation for used Equipment (the "Warranty Period"). The Warranty Period shall begin upon completion of installation or first clinical use, whichever occurs first.

11. If any Equipment delivered by HCUS to Buyer is defective in materials or workmanship Buyer shall notify HCUS of such nonconforming goods or claim within the Warranty Period, and except as specifically set forth herein to the contrary, Buyer's sole remedy shall be limited to the correction of defects and upon the expiration of the Warranty Period all such liability shall terminate.

12. If during the Warranty Period:

- a) any battery in the DR Go PLUS and FDR AQRO is defective, Buyer's sole remedy shall be to receive a credit equal to the then current sale price by HCUS for the battery, prorated over twelve (12) months.
- b) the x-ray tube or other glassware in the ASPIRE Cristalle is defective, Buyer's sole remedy shall be to receive a credit equal to the then current sale price by HCUS for the x-ray tube or other glassware.
- c) the CT tube or glassware in the Computed Tomography Equipment is defective, Buyer's sole remedy shall be to receive a credit equal to the then current sale price by HCUS for the CT Tube or glassware, prorated based on the tube or glassware usage remaining as determined by the CT tube or glassware manufacturer's warranty.

Any replacement parts shall be warranted for the remainder of the original parts' Warranty Period.

13. This Warranty is void and of no effect if the Equipment or any component part is modified or altered, is subjected to misuse, abuse, or lack of reasonable care, or repairs available under this Warranty are made by persons not authorized by HCUS. This Warranty does not apply to any accessories or consumable items or to any computer and other equipment or instruments, distributed but not manufactured by HCUS.

14. All claims by Buyer shall be made by written notice to HCUS, and no offset or deduction from any invoice is permitted. Buyer's failure to give notice to HCUS of any warranty claim or of any other claim Buyer has against HCUS pursuant to the Contract within the Warranty Period shall constitute the unqualified acceptance of the Equipment by Buyer and a waiver by Buyer of all claims with respect thereto.

15. **THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN AND SUCH WARRANTIES SHALL CONSTITUTE THE SOLE AND EXCLUSIVE LIABILITY OF HCUS IN CONNECTION WITH ANY EQUIPMENT SOLD BY HCUS AND ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ALL OTHER OBLIGATIONS OR LIABILITIES, EITHER IN CONTRACT OR IN TORT, OF HCUS. IN NO EVENT SHALL HCUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, SUCH AS, WITHOUT LIMITATION, LOST BUSINESS, REVENUE OR PROFITS, INTERRUPTION OF BUSINESS, LOSS OF USE OR LOST EQUIPMENTIVITY, LOST FILES, IMAGES OR DATA, OR DAMAGES TO REPUTATION OR GOODWILL, RELATING TO THIS CONTRACT, EVEN IF HCUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE NATURE OF THE CLAIM ASSERTED. THE LIMITATIONS ON LIABILITY EXPRESSED IN THIS PARAGRAPH EXTEND TO THE AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, SUCCESSORS AND ASSIGNS OF HCUS.**

16. The parties agree that the HCUS shall retain a security interest in and the right to possession of the Equipment until all payments due therefor have been paid in full. Buyer agrees to do all acts necessary to perfect and maintain such security interest in the Equipment and rights of HCUS, and Buyer hereby authorizes HCUS to execute on its behalf and file UCC-1 financing statements to evidence the retention by HCUS of a security interest in the Equipment until payment in full.

17. If Buyer breaches any of its obligations under the Contract or any other contractual obligation in favor of HCUS, HCUS may, in HCUS's sole discretion, (a) choose to defer any or all further shipments of Equipment or other performance under the Contract until Buyer cures its breach, or (b) immediately terminate the Contract and any other contractual obligation to Buyer related thereto. In the event of a termination, all outstanding payment obligations or other indebtedness of Buyer to HCUS due under the Contract shall be immediately due and payable.

18. Any date of Equipment shipment stated in a Quotation, the Contract or any invoice is approximate only and is based on the inventory HCUS at the date thereof, and the times stated are subject to receipt by HCUS of all necessary information from Buyer to permit timely delivery of Equipment. HCUS's ability to ship Equipment may be affected in case of an act of force majeure, whether or not foreseeable, such as without limitation, an act of God, war, sabotage, accidents, riots, fire, explosion, flood, strike, lockout, injunction, epidemic, pandemic, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, accident, breakage of machinery or apparatus, act, law, rule, regulation or order of any government or governmental agency, national defense requirements, or any other cause beyond the control of HCUS. HCUS shall have no liability for the failure to ship or deliver any Equipment in the event of such force majeure and the obligation of HCUS to complete the delivery of such Equipment shall be suspended during such force majeure event and for a reasonable period thereafter. Buyer is not relieved from accepting shipment at the agreed price, and according to this Contract, when such force majeure event is ended. If shipment is in installments, delay in the shipment of any installment shall not relieve Buyer of its obligation to accept any remaining shipments. During any shortage of Equipment, HCUS may apportion and allocate Equipment among itself and its subsidiaries, affiliates and customers as HCUS deems fit in its sole discretion. HCUS reserves the right to cancel, without liability, any order, the shipment of which is or may be delayed by reason of any cause or causes beyond its control as set forth herein.

19. Except to the extent expressly permitted otherwise by HCUS in writing, Buyer agrees not to disclose to any person outside of its employ, nor to use for any purpose other than for its procurement of Equipment hereunder, any information which is received by Buyer from or on behalf of HCUS or its affiliates and which relates to the Equipment, or which is developed hereunder, until such information is made publicly available by HCUS.

20. This Contract shall bind and inure to the benefit of the successors and permitted assigns of the respective

parties. In order that the parties may fully exercise their rights and perform their obligations arising under the Contract, any provisions of the Contract that are required to ensure such exercise or performance (including any obligation accrued as of the termination date) shall survive the termination of the Contract. Buyer may not assign its rights or delegate its performance in whole or in part under this Contract without the prior written consent of HCUS. Any attempt to assign or delegate this Contract without the written consent of HCUS shall be void.

21. The Contract shall be construed in accordance with the laws of the State of New York. All disputes with respect to the Contract shall be heard exclusively by the courts of New York and the parties agree to the jurisdiction of such courts. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New York for purposes of all legal proceedings arising out of or relating to the Contract or the transactions contemplated hereby, and each of the parties agrees not to commence any legal proceedings relating thereto except in such courts. Each of the parties waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract, the prevailing party shall be entitled to the award of attorneys' fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

22. The failure of a party to require full or strict performance of any term set forth herein shall not affect the right to require full and strict performance of any term at any time thereafter. Any waiver must be in a writing signed by the waiving party. If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable, the other provisions shall not be affected and the Contract shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. Nothing in the Contract shall be construed as creating any direct or beneficial right in or on behalf of any third party.

23. The limitation of liability and exclusion of certain damages stated herein shall apply regardless of the failure of the essential purpose of any remedy. The parties specifically acknowledge that such limitations and exclusions are reflected in the pricing.

24. If on-site training is included in this Quotation, such training days must be utilized by Buyer during the one-year period following Equipment installation or will otherwise expire and be unredeemable.