



MODALITY SOLUTIONS STANDARD CONDITIONS OF SALE

These Standard Conditions of Sale (the “Conditions of Sale”) are applicable to all sales of Modality Solutions Products including computed tomography (CT), computed radiography (CR), digital radiography (DR) and Full Field Digital Mammography (FFDM) products by FUJIFILM MEDICAL SYSTEMS U.S.A., INC., herein referred to as FMSU or the Company.

1. This quotation is subject to withdrawal or changes upon notice at any time prior to acceptance of an order, and is valid for the length of time specified. Acceptance of this proposal 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 nor in any circumstances binding upon the Seller. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the described equipment is accepted.
2. Prices stated in the quotation shall be subject to adjustment to the Company's prices in effect at the time of shipment. 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.
3. Shipping dates are approximate and are based upon prompt receipt of all necessary information. The Company shall not be liable for special, consequential or incidental damages caused by or resulting from delay in delivery or failure to manufacture, but shall only be liable for direct damages caused by or resulting from delay in delivery or failure to manufacture when due to its fault or negligence. The Company shall not be liable for delays in delivery, or failure to manufacture, due to causes beyond its reasonable control, such as acts of God, acts of the Buyer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car or transport shortage and inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, manufacturing facilities, or any other commercial impracticability. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. In the event of a product shortage, the Company shall have the right to allocate its available products among its customers in such a manner as the Company may consider equitable.
4. If the financial condition of the Buyer at any time is such as to give the Company, in its judgment, reasonable grounds for insecurity concerning the Buyer's ability to perform its obligations under this contract, the Company may require full or partial payment in advance and suspend any further deliveries (or continuance of the work to be preformed by the Company) until such payment has been received. Failure to furnish such payment within 10 days of demand by the Company shall constitute a repudiation of the contract and in such event the Company shall be entitled to receive reimbursement for its reasonable and proper cancellation charges as well as contract damages. Payment shall become due in accordance with the payment terms on the accompanying quotation. All deferred payment plans (notes or otherwise) must be accompanied by a suitable security agreement acceptable to the Company. If the Buyer delays shipments, such payment shall become due from the date when the Company is prepared to make shipment. If the Buyer delays manufacture, payment shall be made based on the contract price and the percentage of completion. Equipment held for the Buyer shall be at the risk and expense of the Buyer.
5. Unless otherwise specified in this Agreement, FMSU will deliver the equipment FCA shipping point (Incoterms 2010) at FMSU's distribution facility, or at a third party distribution facility used by FMSU. Title to and the risk of loss, damage or casualty to the equipment transfers to the Buyer at the time FMSU delivers the equipment to a shipping agent at FMSU's distribution 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. The parties agree that FMSU 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 by FMSU, and Buyer hereby authorizes FMSU to execute on its behalf and file UCC-1 financing statements to evidence FMSU's retention of a security interest in the equipment until payment in full.
6. The Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the manufacture, sale or use of the products hereunder shall be paid by the Buyer as a part of said price, or in lieu thereof the Buyer shall provide the Company with a tax-exemption certificate acceptable to the taxing authorities.
7. Unless otherwise specified in writing, the Company will assemble the equipment covered herein (with the exception of certain supply and accessory items such as light proof shades, tanks, cassette pass boxes, etc.) and will connect the same to the safety switches or electrical outlets to be provided and installed by the Buyer (“Services”). If for any reason such assembly, electrical connections or installation of the equipment are made by other than the Company's own employees, any additional charge for the cost of such outside labor must be borne by the Buyer. It is understood that proper electrical current for operation of the equipment will be brought to the safety switches and outlets by the Buyer and the Buyer will supply all of the necessary conduits, wiring, Unistrut steel or similar support in the ceiling, plumbing, carpentry, construction work and rigging required for making the installation. It is further understood that should anything additional be required for making the installation, it shall be supplied by the Buyer at the Buyer's cost. EXCLUSIONS -- Unless specifically included in the Quote the Services do not include providing or paying for:
 - Any rigging or structural alteration incident to the Services;
 - Consumable items and supplies (such as biomedical laser tubes and patient used pads), film, batteries, cassettes;
 - Cosmetic repairs;
 - The cost of factory reconditioning, rebuilds, or

- overhauls if repairs cannot maintain the equipment in satisfactory operating condition;
- Disposing of hazardous, infectious, or biomedical waste or materials;
 - Providing service to any system under an active service agreement between Buyer and a third-party vendor until such agreement expires or is terminated by Buyer. The Company shall not be liable for any cancellation penalty or cost associated with Buyer's termination of any such agreement
 - Except as otherwise specified in the Quote or in these Conditions of Sale, maintaining, repairing or replacing other FUJIFILM and/or third-party products, including but not limited to: detector crystals, CT Tubes and x-ray tubes, flat panel detectors, power conditioners, uninterruptible power supplies, TV camera pick-up tubes, photo multiplier tubes, piped medical gases (up to the wall outlets), copier drums, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), and attachments.
8. Where any part of the payment is dependent upon installation of the equipment and installation is delayed for any reason for which the Company is not responsible, the 10th day from the date of delivery to the Buyer shall be considered as the day of completion of the installation and the terms of payment, and the warranty, shall apply as of that date.
9. The Company makes the following warranties with respect to x-ray and electro medical or NDT equipment sold by it to the Buyer and no other warranties, except of title, shall be implied.
- A) New equipment shall be free from defects in material or workmanship for a period of twelve months from the date of original installation.
- B) Used equipment shall be in good operating condition at the date of installation and for a period of 60 days from such date.
- C) Subject to the terms in Section 9(D) below, batteries in the FDR Go PLUS and FDR AQRO and new x-ray tubes and other glassware incorporated in or supplied with either new or used equipment are warranted to be free from defects in material or workmanship, as determined in Company's reasonable discretion, for a period of 12 months from the date of original installation.
- D) No warranties either expressed or implied shall apply to batteries (other than as set forth in this Section 9) or used evacuate devices. If any defect in material or workmanship appears in new equipment or if any used equipment fails to operate within the period of time specified above, the Buyer shall notify the Company immediately and the Company shall thereupon correct the defect by repairing the defective part or by supplying a replacement therefor at the Company's expense. Notwithstanding the previous sentence, in the event that batteries in the FDR Go PLUS or FDR AQRO or an x-ray tube or other glassware is defective, Buyer's sole remedy shall be to receive a credit equal to the purchase price of the original component, prorated over 12 months. By way of example, if Company receives notice that an x-ray tube is defective six months from date of original installation, Buyer shall receive a credit towards the purchase of a replacement x-ray tube equal to fifty percent (50%) of the price paid for the original x-ray tube. The conditions of any test shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all tests that may be

made. Any replacement parts shall be warranted for the remainder of the original parts' warranty period. The liability of the Company, except as to title, arising out of the supplying of said equipment or its use, whether for breach of warranty or otherwise, shall be limited to the correction of defects as aforesaid and upon the expiration of the respective warranty periods all such liability shall terminate. Any claim under this warranty must be asserted or made within 12 months from the date of purchase. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN AND SUCH WARRANTIES SHALL CONSTITUTE THE SOLE AND EXCLUSIVE LIABILITY OF THE COMPANY IN CONNECTION WITH ANY PRODUCT SOLD BY THE COMPANY 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 THE COMPANY. The Company neither assumes, nor authorizes any person to assume for it, any other obligation or liability in connection with any product sold by the Company. The Company does not warrant that the described merchandise is delivered free of the rightful claim of any third party by way of infringement, or the like. In no event shall the Company be liable for special, indirect, punitive or consequential damages, or for any delay in the performance of this warranty due to causes beyond its control. The total liability of the Company from or on account of any cause or matter whatsoever, whether arising under contract, warranty, tort, strict liability, product liability or otherwise, shall in no event exceed the portion of purchase price paid by Buyer for the equipment or component thereof giving rise to such claim. The foregoing shall constitute the sole and exclusive remedies of the Buyer.

E) With respect to the ASPIRE Cristalle series of products, the complete system, including the detector, is warranted to be free from defects in material or workmanship for a period of twelve months from date of original purchase. This warranty does not include physical damage such as scratches, gouges, pressure marks from heavy components, or defects caused by the introduction of foreign material or objects into the ASPIRE Cristalle system. New x-ray tubes and other glassware incorporated in or supplied with either new or used equipment are warranted to be free from defects in material or workmanship, as determined in Company's reasonable discretion, for a period of 12 months from the date of original installation. In the event that the x-ray tube or other glassware is defective, Buyer's sole remedy shall be to receive a credit equal to the purchase price of the original component, prorated over 12 months.

F) With respect to the Computed Tomography (CT) series of products, the complete system, including the detector (but excluding the CT tube or glassware), is warranted to be free from defects in material and workmanship for a period of twelve months from date of original purchase. This warranty does not include physical damage such as scratches, gouges, pressure marks from heavy components, or defects caused by the introduction of foreign material or objects into the CT system. In the event that the CT tube or other glassware incorporated in or supplied with either new or used equipment is defective, Buyer's sole remedy shall be to receive a credit equal to the purchase price of the original component, prorated over 12 months. Such prorated credit will be calculated based on the lesser of the time or usage remaining as follows: (i) 100% - [Scan-seconds Used/Scan-seconds Manufacturer's

Warranty (in %)]]; or (ii) Twelve (12) months from date of installation or fourteen (14) months from date of shipment, whichever occurs first.

10. Imaging Plates are warranted to be free from defects in material or workmanship for a period of twenty-four months from date of original purchase and cassettes are warranted to be free from defects in material and workmanship for a period of twelve months from date of original purchase. These warranties do not include physical damage such as scratches, gouges, pressure marks from heavy components, or defects caused by the introduction of foreign material or objects into the CR reader or CR cassettes. DR Detectors are warranted to be free from defects in material or workmanship for a period of twelve months from date of original purchase. This warranty does not include physical damage such as scratches, gouges, pressure marks from heavy components, or defects caused by the introduction of foreign material or objects into the DR Detector.
11. Any introduction of unauthorized software, including any viruses or other malware, to any CPU incorporated in the equipment without express written permission shall invalidate the warranty for the equipment. Further, the Company is not responsible for lack of transmission of data due to network failure. The Company reserves the right to make this determination at time of repair or correction. Any service calls during or after the aforementioned warranty period to correct or otherwise repair any issue related to unauthorized software installation may be charged to the Buyer at the sole discretion of the Company, at the Company's prevailing service rates.
12. Buyer shall be responsible for any equipment performance evaluations, testing or certifications of the Equipment (collectively, "Certifications") that may be required or directed by any governmental authority. In the event that FMSU is required to perform or obtain such Certification, Buyer agrees to reimburse FMSU's reasonable costs with respect thereto, including travel, employee costs, and third-party (e.g., licensed medical physicist) costs.
13. The Company shall defend any suit or proceeding brought against the Buyer so far as based on a claim that any product or any parts thereof furnished under this quotation infringe a United States patent, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of same, and the Company shall pay all damages and costs awarded therein against the Buyer. In case said products, or any parts thereof, are in such suit held to constitute infringement and the use of said products or parts are enjoined, the Company shall, at its own expense and option, either procure for the Buyer the right to continue using said products or parts; replace the same with non-infringing products or parts; modify them so they become non-infringing; or remove said products or parts and refund the purchase cost (as depreciated using a straight-line method of depreciation over a three-year period) and the transportation costs thereof. The foregoing states the entire liability of the Company for patent infringement with respect to said product or any parts thereof.
14. **Governing Law; Waiver of Jury Trial.** (A) These Conditions of Sale and the transaction(s) contemplated hereby (and any claims arising under or relating in any way thereto), shall be governed in all respects, including without limitation as to validity, interpretation and effect, by the laws of the state of New York, without regard to its conflict of laws principles. (B) Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding arising out of or relating to these Conditions of Sale or the transaction(s) contemplated hereby. Each party (i) certifies that no representative, agent or attorney of either party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that the parties have been induced to enter into this transaction by, among other things, the mutual waiver and certification set forth in this section.
15. **Essential Purpose.** 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 these limitations of liability are reflected in the pricing.
16. This instrument constitutes the entire and only agreement between the parties hereto with respect to the subject matter hereof, and no representation, affirmation of fact, course of prior dealing or promise or condition in connection therewith or usage of trade not incorporated herein shall be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by the specifically authorized representative of the Company.
17. If on-site training days are included with this sale on the accompanying Quote, such training days may be utilized by Buyer during the one-year period following equipment installation. After one-year from the date of installation, any remaining unused training days will be automatically converted into a one-year, fully-paid subscription to Company's virtual classroom.