



OEM TERMS AND CONDITIONS - INTEGRATED MEDICAL DEVICE PRODUCTS

Effective October 20, 2021

1.1. Terms and Conditions

These OEM Terms and Conditions for Integrated Medical Device Products ("Terms and Conditions") forms an agreement between Panasonic i-PRO Sensing Solution Corporation of America, a Delaware corporation ("i-PRO") and any entity ("OEM") that purchases i-PRO products ("i-PRO Products") from i-PRO or an authorized distributor or reseller of i-PRO Products (a "Reseller") for the purpose of incorporating such i-PRO Products into its own products for sale or distribution to its customers (the "OEM System"). These Terms and Conditions govern OEM's use and resale of the i-PRO Products as well as the applicable product warranties and return policies provided by i-PRO to the OEM. Any quotation issued by i-PRO ("Quote") shall be valid for a period of 30 days unless earlier terminated by i-PRO in writing prior to your acceptance hereof. You may accept the Quote prior to its expiration date by executing and returning a copy to i-PRO or by making the specified payment or down payment. Your acceptance of the Quote does not form an agreement with i-PRO until final credit approval by i-PRO. If i-PRO rejects the Quote, i-PRO shall promptly return your down payment.

1.2. Prices, Payment, Shipment and Delivery

The prices, payment, shipment and delivery terms applicable to the i-PRO Products shall be those set forth in the applicable invoice, Quote, or other purchasing agreement issued by i-PRO or the applicable Reseller that sets forth the terms of sale for the i-PRO Products and which is accepted by you (the "Sales Agreement"). To the extent the Sales Agreement is between you and a Reseller, i-PRO is not a party to the Sales Agreement and shall be not responsible for any failure of the Reseller to perform in accordance with the Sales Agreement.

To the extent the Sales Agreement is between you and i-PRO, all prices for the i-PRO Products set forth therein are exclusive of all applicable sales, use, value-added, customs and duties which shall be added to the invoice and paid by you unless you provide a tax exemption

certificate acceptable to the relevant taxing authorities.

Payment terms are 30 days from the date of delivery. Delivery terms are FCA from the applicable i-PRO warehouse located in the United States that is identified in the Quote. i-PRO may make partial shipments and pricing terms will be prorated. You agree that i-PRO retains a purchase money security interest in the i-PRO Products until all amounts are paid in full. At i-PRO's request, you agree to execute and deliver such financing statements for the i-PRO Products as may be requested by i-PRO. You authorize and irrevocably appoint i-PRO as your attorney-in-fact, coupled with an interest, to take all actions i-PRO deems necessary or desirable to perfect its rights in the such security interests. i-PRO shall promptly discharge the financing statements once amounts are paid in full.

1.3. Professional Services

Your purchase of the i-PRO Products shall not include any professional consulting or support services from i-PRO ("Professional Services") unless specifically set forth in the Sales Agreement. If you engage i-PRO to consult with you regarding the installation or configuration of the i-PRO Products or in relation to other specific Professional Service needs, charges for such Professional Services shall be set forth in the Sales Agreement or in a statement of work between you and i-PRO. All Professional Services shall be governed by the i-PRO Professional Services Terms set forth at [Professional Service Terms](#).

1.4. Product Warranties

i-PRO warrants to OEM that the i-PRO Products will be new and shall be free of defects in material and workmanship for a period of six (6) months from the date of delivery (the "Warranty Period"). In addition, i-PRO makes the other product specific warranties set forth at: [IMV Warranty Services](#). In the event of a breach of the foregoing warranties during the Warranty Period, your sole and exclusive remedy and i-PRO's sole and exclusive obligation shall be to repair the i-PRO Products and to provide replacement parts (new or rebuilt) without charge in exchange for

return of the defective parts. Proof of date of original purchase may be required before warranty services shall be rendered. This warranty covers only failures due to defects in material or workmanship and does not cover damage which results from: (a) shipment; (b) installation, maintenance or other service performed by anyone other than i-PRO or its agents, (c) misuse, abuse, neglect, modifications, adjustments by the customer; or (d) fire, flood or other natural disasters. This warranty does not cover the cost of parts or labor required for preventive maintenance. The above warranties allocate the risks of Product failure between i-PRO and OEM, as authorized by the Uniform Commercial Code and other applicable law. i-PRO's pricing reflects this allocation of risk and the limitations of liability contained herein.

Notwithstanding anything to the contrary set forth herein, the warranties set forth in this Section shall not apply once the i-PRO Products have been incorporated into the OEM System (due to possibility of modification, damage, alteration or other misuse by OEM).

1.5. Service Procedures / Return Policy

Warranty service for i-PRO Products can be obtained after return authorization is obtained from i-PRO, prepaid and adequately insured. i-PRO Products repaired under warranty shall be returned, shipping prepaid and adequately insured by i-PRO. On-site warranty service of i-PRO Products can be arranged at i-PRO's then current field service rates by contacting i-PRO.

In addition, new, unopened i-PRO Products acquired directly from i-PRO shall be subject to the i-PRO return policy set forth at [Return Policy](#). i-PRO Products acquired from a Reseller are subject to the applicable Reseller's return policies and you must contact the Reseller regarding any request for a Product return.

1.6. LIMITS AND EXCLUSIONS

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, i-PRO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. i-PRO DOES NOT REPRESENT THAT THE PRODUCTS WILL BE MEET YOUR REQUIREMENTS, OR THAT ANY ERRORS OR DEFECTS IN THE PRODUCTS WILL BE CORRECTED. i-PRO DOES NOT ASSUME, AND SHALL NOT BE LIABLE OR RESPONSIBLE UNDER ANY THEORY OF LIABILITY FOR, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOSS OF SAVINGS, LOSS OF OR CORRUPTION OF DATA, OR BUSINESS INTERRUPTION EXPENSES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY i-PRO'S TOTAL, AGGREGATE LIABILITY FOR ANY DAMAGES ARISING UNDER THESE END USER TERMS OR RELATING TO THE PRODUCTS EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT GIVING RISE TO THE CLAIM.

1.7. Patent Indemnity

a) i-PRO shall indemnify, defend and hold OEM harmless from and against any third party claim that an i-PRO Product (excluding i-PRO Solutions) infringes a United States patent or copyright, subject to paragraph 1.7(b), i-PRO shall have the sole right to assume and control the defense and settlement of any proceeding against you relating thereto, and shall pay any judgment or settlement amount and other costs and expenses resulting from the final disposition of any such proceeding.

b) You shall immediately notify i-PRO of any such claim for which you seek indemnification under Section 1.7(a) and shall furnish to i-PRO all documents relating thereto. You shall provide all cooperation reasonably requested by i-PRO at i-PRO's expense. You shall not consent to any judgement or decree or pay or agree to pay any sum of money or to do any act in compromise of any claim without i-PRO's prior written consent.

c) In the event of any such claim or the threat of such a claim, i-PRO shall have the right, at its sole discretion, to obtain a license for you to continue to use the i-PRO Products on a non-infringing basis, to change the product design so that the i-PRO Products are no longer infringing the right of a third party, or to terminate this Agreement and refund to you the purchase price of the infringing i-PRO Products and require the return of the infringing i-PRO Products.

d) Notwithstanding anything to the contrary, i-PRO shall have no liability for any infringement arising from your combination of the i-PRO Products with any other products not furnished by i-PRO; or that arises from i-PRO's reliance on designs, specifications or instructions provided by you. OEM shall hold i-PRO harmless against any and all losses and expenses arising from a claim of infringement that is caused by OEM as set forth in this Section 1.7.

1.8. Design Changes

i-PRO retains the right at all times to make modifications to its i-PRO Products in order to improve the performance or reliability thereof, or to simplify the design or due to material unavailability, including between the time or order and delivery. You will not have the right to approve any such Product design changes or modifications.

1.9. Excusable Delay

i-PRO shall not be liable for delay or failure in performance of its obligations under these Terms and Conditions to the extent arising from any one or more of the following: acts of God, public enemy or war (declared or undeclared); acts of governmental or quasi-governmental authorities, regulations or restrictions imposed by law or by court action; fires, floods, explosions or other catastrophes; epidemics/ quarantines; strikes, lock outs, or similar labor disruptions; freight embargoes, or interruption of transportation; unusually severe weather; or any other causes, similar or dissimilar, beyond the control of i-PRO; and the time for performance by i-PRO shall be extended by a period of any such delay.

1.10. Assignment

You may not assign these Terms and Conditions, in whole or in part, without the prior written consent of i-PRO. Any purported assignment or

transfer contrary to the terms hereof shall be null and void and of no force or effect.

1.11. Severability

If one or more of the provisions of these Terms and Conditions are declared invalid or unenforceable by a court or administrative decision, such invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other of the provisions except where those invalidated or unenforceable provisions comprise and integral part of or are otherwise clearly inseparable from such other provisions.

1.12. Entire Agreement; Governing Law

These Terms and Conditions together with the applicable Sales Agreement and all other terms incorporated into either of them by reference set forth the complete and entire agreement between you and i-PRO regarding your use of the i-PRO Products. No other terms and conditions shall be binding upon i-PRO. If you issue a purchase order in connection with the i-PRO Products, it shall be for your internal administrative purposes only and shall not service to modify these Terms and Conditions or the Sales Agreement. No delay on the part of either party in exercising any of its rights hereunder or the failure to exercise the same, shall operate as a waiver of such rights except in the specific instance. These Terms and Conditions shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws rules.

1.13 Modifications. i-PRO reserves the right to modify these Terms and Conditions at any time without notice by posting an updated copy of these Terms and Conditions to its website. All updates to the Terms and Conditions shall be effective as of the date posted to the i-PRO website. The Terms and Conditions in effect as of the effective date of your Sales Agreement for the Product shall govern your use of the Product.