

## CHRONOS GENERAL TERMS AND CONDITIONS OF SALE

### Offer, Confirmation or Agreement

These terms and conditions of commercial sale (these “**Terms**”) apply to and form an integral part of all contracts for all sales by Chronos Imaging, LLC (“**Chronos**”) and purchases by a customer (“**Customer**”) of goods and services from Chronos (“**Products**”), unless Chronos explicitly agrees in writing to the exclusion hereof. These Terms shall apply to each of the following:

- (a) all quotations and offers, whether written or verbal (hereinafter both referred to as “**Offer**”), made by Chronos to Customer.
- (b) all acceptances, acknowledgements or confirmations by Chronos (hereinafter all referred to as “**Confirmation**”) of any order of Customer, whether made by Customer in writing or verbally, unless explicitly agreed otherwise in writing between Chronos and Customer,
- (c) any agreement resulting from such Offer or Confirmation; and
- (d) any agreement incorporating these Terms by reference (both types of agreements referred to under (c) and (d) shall hereinafter be referred to as an “**Agreement**”

These Terms shall constitute all of the terms and conditions of any Offer, Confirmation and Agreement between Chronos and Customer relating to the sale by Chronos and purchase by Customer of Products. Any terms and conditions set forth on any document or documents issued by Customer either before or after issuance of any document by Chronos setting forth or referring to these Terms are hereby explicitly rejected and disregarded by Chronos, and any such document shall be wholly inapplicable to any sale made by Chronos and shall not be binding in any way on Chronos. No Offer, Confirmation or Agreement constitutes an acceptance by Chronos of any

other terms and conditions and Chronos does not intend to enter into an Agreement other than under these Terms.

These Terms and the terms of any Agreement may only be amended in a writing signed by Chronos. Chronos may update these Terms at any time in its sole discretion, provided that any Customer orders for which Chronos has provided a Confirmation prior to the effective date of any modified Terms shall continue to be governed by and subject to the Terms in effect as of the date of such Confirmation.

Any Offer is expressly made conditional on Customer’s assent to all of the terms contained in the Offer without deviation. Acceptance by Customer of an Offer may be evidenced by (i) Customer’s written or verbal assent or the written or verbal assent of any representative of Customer, (ii) Customer’s acceptance of delivery of the Products or payment of purchase price for the first installment of the Products (if applicable), or any such acceptance by any representative of Customer, or (iii) other conduct by Customer or any representative of Customer consistent with acceptance of the Offer.

Chronos’ Offers are open for acceptance within the period stated by Chronos in the Offer or, when no period stated or, within thirty (30) days from the date of the Offer, but any Offer may be withdrawn or revoked by Chronos at any time prior to the receipt by Chronos of Customer’s acceptance related thereto.

Except for Confirmed orders, Customer acknowledges and agrees that all Products are subject to change, modification or discontinuance by Chronos, without notice to and without any obligation to Customer by reason of Customer’s previous purchases. Chronos will use its best efforts to keep Customer advised of any discontinued Products.

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### **Price and Payment Terms**

Unless otherwise indicated, the price for Products does not include installation of any Product. Unless otherwise indicated, the price also does not include transportation of the Products from Chronos to Customer's designated location. The price also does not include (1) any taxes or duties (including without limitation all sales taxes on the Products and freight) or (2) any handling, rigging, uncrating, storage, or other charges incidental to shipment, delivery, or installation of the Products. Unless a credit line has been established between Chronos and Customer, payment for the Products is due in advance prior to shipment. All products are quoted on exchange with exchange housing cores being required, unless explicitly designated an outright sale in the quotation or invoice. Chronos has the ownership of the old, faulty or damaged tubes that is exchanged. Customer shall, within two weeks from the date of completion of the installation and commissioning of the product under this contract, return the replaced tubes to the place designated by Chronos.

Customer shall take all necessary measures to prevent any impact or damage to the replaced tube during disassembly and transportation. These measures include, but are not limited to, careful disassembly of the replaced tube and taking or requiring the transportation company (if any) to take protective actions appropriate to the requirements of the replaced tube to prevent damage from rain, moisture, shocks, and impacts.

If Customer fails to return the replaced tubes within the time limit or fails to ensure that the tube arrives safely and undamaged under normal loading and handling conditions at Chronos designated location, Chronos has the right to refuse to accept Customer's subsequent product warranty and/or claim claims, and require Customer to bear the liability for

compensation to Chronos in the amount of USD \$10,000 per tube.

### **Shipping and Delivery Terms**

Chronos will use reasonable efforts to fill orders it accepts as promptly as practicable. Chronos reserves the right, in its sole discretion, to allocate or prioritize Products among its customers or distributors if there is a shortage or if orders exceed Chronos's capacity. In no event shall Chronos be responsible to Customer for any delays in delivery of the Products or any damages to resulting from such delay.

Unless otherwise agreed in writing by both parties, shipping terms are EXW (Incoterms 2010) Aurora or Milan. Title to and risk of loss of the Products shall pass to Customer upon shipment. Products will be shipped to the address designated by the Customer. Shipping dates are subject to revision by Chronos and to adjustment for future production schedule requirements.

Delivery of products will take place on the later of the date of availability and the date specified in the applicable Agreement. While Products are generally shipped from stock, actual delivery is subject to availability and lead times required.

Unless otherwise expressly agreed to in writing by Chronos, Chronos has not authorized any employee or agent to offer any shipping or delivery terms other than those appearing in these Terms.

### **Freight Claims**

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Unless otherwise agreed to in writing by Chronos, the following provisions shall apply in the event of loss or damage to Product(s) in shipping to Customer, and where Chronos provides insurance for Product shipment:

Visible Damages or Shortage. Both Customer and the carrier shall examine the contents of shipments suffering visible damage or shortage. Both the carrier's copy and the consignee's copy of the delivery receipt shall be endorsed as to damage or shortage. In order to substantiate the proper amount of any damage, Customer shall notify Chronos Customer Service Department of visible damages or shortage within twenty-four (24) hours of delivery. Customer shall hold the shipment, and Customer shall not discard any components or the shipping materials. Chronos will arrange for inspection and provide Customer instructions on the process for returning the Product(s) to Chronos. Chronos will be responsible for filing a freight claim.

Concealed Loss or Damage. Customer shall leave any Products suffering from concealed loss or damage in their original container(s) and permit the carrier to inspect the same. Any reports of concealed loss and damage must be made within 15 days of delivery. Customer must notify the Chronos service department immediately upon discovery of the concealed loss or damage. Customer shall hold the shipment, and Customer shall not discard any components or the shipping materials. Chronos will arrange for inspection and provide Customer with instructions on the process for returning the Product(s) to Chronos. Chronos will be responsible for filing any freight claim.

Failure to Take Delivery. If Customer fails to take delivery of any shipment, or any portion of a shipment, upon arrival at the designated delivery point, Customer shall be liable for all transportation and storage costs incurred by

Chronos by reason of Customer's failure to take delivery of the Products.

Filing Claims. If Customer provides insurance for Product shipment and has assumed, in writing, risk of loss for Products at the place of shipment, Customer shall be solely responsible for filing a freight claim according to the carrier's processes and instructions.

### **Installation**

CHRONOS OFFERS NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE PREMISES (OR THE UTILITIES AVAILABLE AT THE PREMISES) IN WHICH THE PRODUCTS ARE TO BE INSTALLED, USED, OR STORED. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD CHRONOS HARMLESS AGAINST ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF THE CONDITION OF SUCH PREMISES (OR UTILITIES).

Customer is responsible for obtaining all government approvals and complying with all government regulations required for the purchase, installation, and use of the Products.

Unless otherwise expressly agreed to in writing, Chronos has not authorized any employee or agent to offer any installation terms other than those appearing above.

### **Credit Terms, Security Agreement, and Customer Default**

Chronos may establish or change the credit and payment term extended to Customer when in Chronos's sole opinion Customer's financial condition or previous payment record warrants such action, and Customer's signature on any Agreement constitutes an agreement to honor the credit and payment terms so established or changed. Customer shall provide promptly upon request such financial information as may be reasonably required by Chronos to complete its credit review of Customer.

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In signing any Agreement, Customer grants to Chronos a purchase money security interest in all of the Products identified therein until all payments for the Products have been received by Chronos. Customer agrees to secure, to sign, and to deliver such promissory notes, security agreements, financing statements, landlord and mortgagee waivers, and other documents as may be required by Chronos, or by any of Chronos's assignees, to evidence or to perfect the security interest in the Products. If the Products are to be delivered in Louisiana, Customer hereby grants to Chronos, and to Chronos assignees, a vendor's lien against the Products and agrees to sign such documents as may be required to record such lien.

Where permitted by applicable law, Customer's signature on any Agreement constitutes authorization for the employees or agents of Chronos, or of Chronos assignees, to execute and file financing statements (and any amendments thereto) and other documents on behalf of Customer in order to perfect the security interest in the Products. As long as any balance is due hereunder, Customer further agrees that the Products will not be removed from the location specified in the applicable Agreement without the prior written consent of the President of Chronos or his/her designee.

If Customer does not pay any amount when due or does not meet any other obligation under the applicable Agreement, then (in addition to any other remedies available at law or in equity) Chronos may discontinue the performance of services (including under any applicable warranty terms), may discontinue the delivery of the Products, may accelerate any balance due and require immediate payment thereof, may enter Customer's premises peacefully and render any Products purchased hereunder inoperable, may repossess the Products, and may resell the Products. The net proceeds of any such resale, after Chronos' costs of

repossessing, removing, transporting, reconditioning, storing, and reselling the Products, and all other associated costs, will be applied to the unpaid balance owed by Customer. Customer will remain liable for any deficiency which remains after such resale, and Chronos will return to Customer all net proceeds in excess of Customer's unpaid balance.

With respect to any delinquent payment(s), Customer agrees to pay a finance charge at the lower of (i) the rate of one and one-half percent (1 1/2%) per month, or (ii) the highest rate allowed by law, computed from the date each delinquent payment or accelerated balance shall have become due. Furthermore, in any action initiated to enforce the terms of any Agreement following Customer's default, Chronos shall recover as part of its damages all costs, expenses, and attorney fees incurred in connection with such action.

### **Warranties, Disclaimers, and Limitation on Liability**

Chronos provides only those warranties for the Products as set forth in the Product Warranty Statement available at [www.chronosimaging.com/documents](http://www.chronosimaging.com/documents). No other warranties are offered by Chronos with respect to its Products, and Chronos has not authorized any employee or agent to offer any warranties except those referenced above. No warranties are offered by Chronos with respect to any equipment or goods not manufactured by Chronos and Chronos has not authorized any employee or agent to offer any warranties except those referenced above. Customer must follow the process set forth in the Warranty Statement for any Product warranty claim.

For any Product returns (whether or not covered by warranty), Customer shall return Products to the location designated by Chronos freight prepaid. Customer will comply with all

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special packing and labeling requirements of Chronos consistent with applicable law and regulations. Like new, unused items will be inspected by Chronos and if in new condition a credit will be issued less a 20% restocking charge, where prior authorization has been granted for return of the goods.

THE WARRANTIES REFERENCED IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF CHRONOS. CHRONOS NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE PRODUCTS.

The liability, if any, of Chronos for damages whether arising from breach of the terms of any Agreement, breach of warranty, or negligence, indemnify, strict liability or other tort with respect to the Products sold under the applicable Agreement is limited to an amount not to exceed the price of the product or good giving rise to the liability.

CHRONOS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS (OR OTHER GOODS) OR ITS (OR THEIR) SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, AND ANY SIMILAR AND DISSIMILAR LOSSES, COSTS,

OR DAMAGES, WHETHER ARISING FROM BREACH OF THE TERMS OF ANY AGREEMENT, BREACH OF WARRANTY, OR NEGLIGENCE, INDEMNIFY, STRICT LIABILITY, OR OTHER TORT.

### **Confidentiality and Intellectual Property Rights**

Customer agrees to take all necessary measures to protect the Chronos's Confidential Information, which in no event shall be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Without limiting the foregoing, Customer shall, at a minimum: (i) not disclose to any party any of Chronos's Confidential Information without written authorization from Chronos (other than to an employee of Customer who must have such information for the performance of Customer's obligations hereunder; the foregoing notwithstanding, Customer shall be liable for any breach of the confidentiality provisions of this Section 8.2 by any of its employees); (ii) direct its employees to maintain such confidentiality; (iii) use Chronos's Confidential Information solely to perform hereunder; (iv) not use any portion of Chronos's Confidential Information for the benefit of any third party; (v) take all steps necessary to ensure the Confidential Information is not disclosed by its employees; (vi) notify Chronos of breaches in confidentiality and take whatever action is necessary to limit scope of such breach; and (vii) not reproduce, transfer, disclose, or use any Confidential Information except as permitted by this Agreement. Customer shall use its best efforts to assist Chronos in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Customer shall, upon termination or expiration of this Agreement, surrender to Chronos all documents in its possession containing Confidential Information. The obligation herein to keep such information confidential shall continue in effect after the termination of this Agreement. **"Confidential**

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**Information**” means information about the Chronos’s business and activities that is proprietary and confidential, including trade secrets, know-how, manufacturing techniques, financial and technical data, these Terms and Chronos’s pricing for the Products, and any other information, which, by the nature of the circumstances surrounding the disclosure, should in good faith be treated as confidential.

Chronos reserves all intellectual property rights in its Products and does not grant Customer any license under these Terms, whether expressly, by implication, estoppel, or otherwise.

### General Terms

Chronos (or Chronos' suppliers) may change the construction, design, and/or configuration of the Products without notice to Customer as long as the general function of the Products is not thereby altered. Any Product sold hereunder may contain certain components which have been requalified following prior use.

Medical device distributors are required to maintain the traceability of products to ensure patient safety. Pursuant to this end, Customer shall maintain all records required for Product identification, customer identification, distribution transparency and Product traceability to customers, including as necessary for prompt adverse event reporting and to facilitate any recalls. Customer shall provide Chronos with all assistance reasonably requested by Chronos in connection with any safety issues or recalls, and Customer shall strictly comply with all related regulatory requirements.

The ‘Warranties, Disclaimers and Limitation on Liability’ and ‘Confidentiality and Intellectual Property Rights’ provisions survive any termination or expiration of these Terms.

These Terms are to be interpreted and enforced under the laws of the State of Illinois without

regard to principles of choice of law. Customer and Chronos hereby consent to the exclusive jurisdiction of the state and federal courts located in the State of Illinois with respect to any dispute arising out of these Terms.

Customer will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of the President of Chronos.

Customer shall comply with all applicable laws and regulations with respect to its purchase, import, installation and use of the Products.

Customer shall assume sole responsibility for obtaining any required export authorization in connection with Customer's export of the Products from the country of delivery. In case the delivery of goods or services will be restricted or forbidden due to (changed) export control laws, rights and obligations of the customer will be suspended for the estimated duration of this (changed) export control law, or the Agreement may be terminated by Chronos.

The invalidity or unenforceability of any provision of these Terms will not affect any other provision of these Terms, and all other provisions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. The failure of Customer or Chronos at any time to require the performance of any obligation under any Agreement or under these Terms will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these Terms. Clerical errors are subject to correction.

Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry

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standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products or similar or dissimilar equipment, goods, or services shall not serve as references in interpreting these Terms or any Agreement.

Chronos shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of customer (or any of Customer's employees, agents, or representatives), pandemics, epidemics, acts of civil or military authorities, fires, floods, and other similar and dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack or shortage of cryogenics, water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamation, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, or any other cause or condition beyond Chronos's control, and the time for performance of Chronos' obligations hereunder shall be extended for a commercially reasonable period of time in the event of any delay or default for such cause(s).

Chronos reserves the right to allocate its available supplies among its customers on such basis as Chronos may deem fair and practical, without liability for any resulting failure of performance.

Customer's obligations hereunder are independent of any other obligations Customer may have under any other contract or account with Chronos. Customer will not exercise any right of offset in connection with these Terms or any other contract or account with Chronos.