

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

1. **GENERAL:** Unless otherwise expressly agreed in a negotiated signed contract with Vendor, these Agiliti Health, Inc. Purchase Order Terms and Conditions for Products (“Buyer’s T&C’s”) shall apply to and govern any purchases Buyer makes from Vendor. Agiliti Health, Inc.’s subsidiaries may also purchase Products pursuant to these Buyer’s T&C. Any Purchase Order entered by an Agiliti subsidiary shall incorporate by reference these Buyer’s T&C’s and the same shall apply to such subsidiary as Buyer. Vendor’s shipment of the equipment or supplies described herein including without limitation, conforming to specifications, bearing Buyer Brand Attributes, defined below, as applicable (“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, specifications, quantity, price, or delivery schedule of the Product.

2. **SHIPPING AND DELIVERY:** Time, quantity and delivery to Buyer’s specified delivery location stated in the applicable PO (“Delivery Location”) are of the essence under these terms and conditions. Unless otherwise expressly agree in writing between Vendor and Buyer, Vendor shall procure materials for, fabricate, assemble, pack, mark and ship the Product in the quantities, by the agreed upon shipping method, to the Delivery Locations and by the delivery dates specified in the applicable PO. 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. Vendor shall provide Buyer with shipment documentation showing the PO number, Vendor identification number for the subject Product, the quantity of pieces in shipment, the number of cartons or containers in shipment, Vendor’s name, the bill of lading number, and the country of origin. If Vendor does not comply with any of its delivery obligations Buyer may, in Buyer’s sole discretion and at Vendor’s sole cost and expense, (a) approve a revised delivery date, (b) require expedited or premium shipment, or (c) cancel the applicable PO and obtain similar products from other sources. Unless otherwise expressly agreed to by Vendor and Buyer in writing, Vendor may not make partial shipments of Product to Buyer.

3. **TITLE AND RISK OF LOSS:** Notwithstanding any contrary meaning or provision to the contrary, title to Product shipped under any PO passes to Buyer upon delivery of the Product to the carrier when shipped FOB origin and to the Delivery Location when shipped FOB destination. Title will transfer to Buyer even if Vendor has not been paid for such Product, provided that Buyer

will not be relieved of its obligation to pay for Product in accordance with these terms and conditions. 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. Buyer shall have a reasonable period, not to be less than 30 days following delivery of the Product to the Delivery Location ("Inspection Period"), to inspect Product received under the applicable PO and to inform Vendor, in writing including by email, of Buyer's rejection of any nonconforming Product. Nonconforming means any Product that: (a) does not conform to the item number listed in the applicable PO; (b) on visual inspection Buyer determines are defective or damaged; (c) does not conform to Buyer Brand Attributes or specifications; or (d) exceed the quantity of Products ordered pursuant to a PO. Product that are not rejected within the Inspection Period will be deemed to have been accepted by Buyer; provided, however, that Buyer's acceptance of any Product will not be deemed to be a waiver or limitation of Vendor's obligations pursuant to these terms and conditions (or any breach thereof), including those obligations with respect to Vendor's Product Warranty and Vendor's duty to indemnify Buyer. 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 during the Inspection Period, 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 Product 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.

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

5. **PRICE:** Unless expressly agreed to in writing between Vendor and Buyer, no minimum purchase quantity requirement shall apply to any PO and the price for the Product ("Price") will be as stated in this PO. When required by law, 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. All Prices include, and Vendor is solely responsible for, all costs and expenses relating to packing, crating, boxing, transporting to Vendor, loading, and unloading, customs, taxes, tariffs and duties, insurance and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of the Product. All Prices are firm and are not subject to increase for any reason, including changes in market conditions, increases in raw material, component, labor or overhead costs or because of labor disruptions, or fluctuations in production volumes. 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 unless at Buyer discretion Buyer opts to take any prompt payment discounts provided by Vendor and pays within such time to receive the discount. For serialized Product,

serial numbers must be included on an invoice before payment will be made for that invoice. For all invoices, Vendor shall mail invoices no later than the day after each shipment and such invoice must be dated with the mailing date. Invoices shall be issued against each PO and the number of this PO must appear on all invoices, packages and correspondence. In the event Vendor does not timely issue invoices as set forth herein or Buyer, through no fault of its own, is delayed in receipt of the invoice, Buyer shall have the right to any prompt pay discounts noted herein notwithstanding such delays. Buyer may at any time set off any amount owed by Buyer to Vendor against any amount owed by Vendor to Buyer.

6. 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.

7. 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.

8. INTELLECTUAL PROPERTY; 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. To the extent Buyer shares any Buyer brand attributes, meaning Buyer's trademark, trade dress, graphics, packaging designs and artwork and other Buyer branding intellectual property as further specified in a PO ("Buyer Brand Attributes"), Vendor is granted solely for the purpose of fulfilling this PO a nonexclusive, limited, royalty-free, nontransferable license to use Buyer Brand Attributes solely in connection with production of the Product and Vendor shall have the right to grant a sublicense to its authorized manufacturers for the Products in order for the Products to be manufactured bearing the Buyer Brand Attributes for sale to Buyer. Vendor assigns to Buyer any and all of the intellectual property rights developed with respect to, or for incorporation into, the Products, that are either developed by Buyer alone, by Buyer and Vendor jointly or by Vendor alone as requested by Buyer in connection with this Agreement; and to the extent such rights are copyrightable works or works of authorship (including computer programs, technical specifications, documentation, and manuals), Vendor and Buyer agree that such works are "works made for hire" for Buyer under the US Copyright Act.

9. WARRANTIES: 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 including any Buyer specifications, Buyer Brand Attributes, 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 new (unless refurbished is expressly agreed to in writing by Buyer) and 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) software related thereto does not contain any (a) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Buyer or Buyer's customers of its lawful right to use the Product; and (c) such software does not contain any open source components; (ii) 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; (iii) the Product is not in the public domain; (iv) the Product does not infringe upon any copyright, trade secret or other intellectual property right of a third party; (v) the Product does not infringe upon any patent right of a third party; and (vi) 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.

10. CONFIDENTIAL RELATIONSHIP AND DATA PRIVACY: Vendor will keep confidential all information supplied by Buyer in connection with this PO, including specifications, drawings, blueprints, personal information, sensitive personal information 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. Agiliti collects, uses and shares personal information as needed to provide its services but does not sell personal information. To learn more about Agiliti's collection and use of personal information view its [Privacy and Data Collections Notices](#) link in its website footer. In the event, Buyer shares any personal information and/or sensitive personal information (as those terms are defined under applicable privacy laws) for the purpose of processing or fulfilling the PO, Vendor acknowledges and agrees to be bound by the [Buyer's Vendor Data Privacy Terms & Conditions](#) located [here](#) on the Buyer's website and are incorporated herein by reference. Vendor shall only use such information for the purpose of processing and fulfilling the PO. Vendor shall not collect, use, retain, disclose, sell, share or otherwise make such information available for Vendor's own commercial purpose or in

any way that does not comply with Buyer's Vendor Data Privacy Terms & Conditions.

11. 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.

12. 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. Additionally, upon Buyer's request, Vendor shall promptly provide to Buyer, in such form and detail as Buyer requests, a list of all materials incorporated in the Product, the amount of such materials, and information concerning any changes in or additions to such materials and any testing documentation.

13. 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.

14. 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.

15. 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.

16. 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.

17. FEDERAL FLOW DOWN PROVISIONS: Pursuant to Buyer's federal government contract(s) ("Government Contract(s)"), Buyer is required to "flow down" certain FAR clauses of the Government Contract(s) to its "subcontractors," as that term is defined in the FAR. Agiliti's Supplemental Vendor/Subcontractor Terms and Conditions ("Subcontractor T&C's) flow down certain provisions, as specified and applicable to Vendor according to the relevant language of each FAR provision, is located at <https://www.agilitihealth.com/resources/forms/> and such Subcontractor T&C's are incorporated into these Buyer's T&C's and this PO by reference with the same force and effect as if they were included in their full text within this section. Vendor agrees it and all its employees, agents or permitted subcontractors used to supply the products or services pursuant to this PO will comply with any applicable Federal Acquisition Regulations that Buyer is required to flow down as set forth in the Subcontractor T&C's and as updated from time to time by Buyer in accordance with mandates of the federal government. In addition to complying with obligations necessary for Buyer to comply with FAR 52.219-9, as applicable, including without limitation Vendor and each of its subcontractors used to supply the products or services under this Agreement shall annually submit to Buyer the *Agiliti Size Questionnaire* contained within the *Agiliti Vendor Application or the Agiliti Supplier Certification form*. If any such flow down provisions do not apply to this PO such clauses are considered to be self-deleting. Upon Buyer's request, Vendor shall provide Buyer with (a) written certification of Vendor's compliance with applicable laws and this provision; (b) written certification of the origin of any materials in the Products and domicile of any subcontractor; and (c) any additional information regarding the Products or services requested by Buyer such that Buyer may comply in a timely manner with its obligations under law.